

# Town of Leeds

## Agenda Town of Leeds Town Council Wednesday, September 9, 2015

**PUBLIC NOTICE** is hereby given that the Town of Leeds Town Council will hold a **PUBLIC MEETING** on Wednesday, September 9, 2015 at 7:00 P.M. The Town Council will meet in the Leeds Town Hall located at 218 N Main, Leeds, Utah.

NOTE: IF YOU WISH TO SPEAK DURING CITIZEN COMMENT, PLEASE SIGN IN WITH THE RECORDER.

### Regular Meeting 7:00 p.m.

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Declaration of Abstentions or Conflicts
4. Consent Agenda:
  - a. Tonights Agenda
  - b. Meeting minutes of July 26, 2015.
5. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
6. Announcements:
  - a. Wild West Days, September 11 & 12th, 2015
  - b. Emergency Preparedness Fair Saturday, September 19 from 10:00a.m. to 4:00p.m.
  - c. Town BBQ, Friday, September 25, 2015 at 6:00p.m.
7. Public Hearings:
8. Action Items:
  - a. Town Council approval of Danny Swenson appointment to Planning Commission
  - b. Lot Line Adjustment on parcels L-66-A, Comas and L-3-1-7-2411, Peine
  - c. Discussion and possible action on Ordinance 2015-07, instituting a program for Curbside Collection of Residential Recycling
  - d. Discussion and possible action on Resolution 2015-07, establishing Curbside Residential Recycling Collection Service Agreements
9. Discussion Items:
  - a. Washington County Resource Management Plan – Celeste Maloy
  - b. Repealing Ordinance 2005-09, Public Safety Impact Fee
  - c. Amendments to Ordinance 2007-06, Leeds Impact Fee Administration System
  - d. Amendments to Ordinance 2009-21, Consolidated Fee Schedule
10. Citizen Comments: No action may be taken on a matter raised under this agenda item. (Three minutes per person).
11. Staff Reports
12. Adjournment

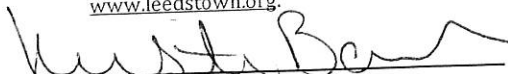
Closed Meeting- A Closed Meeting may be held for the discussion of the character, professional competence, or physical or mental health of an individual as allowed by Utah State Law 52-4-205(1)(a); or for the discussion of pending or imminent litigation; as allowed by the Utah State Law 52-4-205(1)(c); or for the discussion of the purchase, sale, exchange, or lease of real property, including any form or a water right or water shares; as allowed by Utah Code 52-4-205(1)(d).

The Town of Leeds will make reasonable accommodations for persons needing assistance to participate in this public meeting. Persons requesting assistance are asked to call the Leeds Town Hall at 879-2447 at least 24 hours prior to the meeting.  
The Town of Leeds is an equal opportunity provider and employer.

Certificate of Posting:

The undersigned Deputy Clerk/Recorder does hereby certify that the above notice was posted September 8, 2015 at these public places being at Leeds Town Hall, Leeds Post Office, the Utah Public Meeting Notice website <http://pmn.utah.gov>, and the Town of Leeds website

[www.leedstown.org](http://www.leedstown.org).

  
Kristi Barker, Deputy Clerk/Recorder

# Town of Leeds

## Town Council Meeting August 26, 2015

### 1. Call to order:

Mayor Peterson called to order the regular meeting of the Leeds Town Council at 6:33pm on August 26, 2015 at Leeds Town Hall, 218 N Main.

A motion to close the public meeting and move into a "Closed" meeting to discuss litigation; as allowed by Utah state Law 52-4-205(1)(c) was made by Councilmember Cundick, with a 2nd by Councilmember Rohr. Motion passed in a Roll Call Vote.

#### ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK	x			
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: JOE ALLEN	x			
COUNCILMEMBER: NATE BLAKE				x

The closed meeting began at 6:33pm and went until 6:47pm. The public meeting reconvened at 7:00pm.

#### ROLL CALL:

	Present	Absent
MAYOR: WAYNE PETERSON	x	
COUNCILMEMBER: RON CUNDICK	x	
COUNCILMEMBER: ANGELA ROHR	x	
COUNCILMEMBER: JOE ALLEN	x	
COUNCILMEMBER: NATE BLAKE		x

### 2. Pledge of Allegiance by Councilmember Cundick.

### 3. Declaration of Abstentions or Conflicts: None.

### 4. Approval of Agenda:

Councilmember Rohr moved to approve tonight's agenda and meeting minutes of August 12, 2015. 2<sup>nd</sup> by Councilmember Allen. Motion passed in a Roll Call Vote.

#### ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	x			
COUNCILMEMBER: RON CUNDICK	x			
COUNCILMEMBER: ANGELA ROHR	x			
COUNCILMEMBER: JOE ALLEN	x			
COUNCILMEMBER: NATE BLAKE				x



5. Citizen Comments: None

6. Announcements:

Mayor Peterson indicated Dumpster Days will be held August 28<sup>th</sup> through the 30<sup>th</sup> and announced the following events:

- a. Town BBQ, Friday, August 28, 2015 at 6:00p.m.
- b. Wild West Days, September 11 & 12<sup>th</sup>, 2015
- c. Emergency Preparedness Fair Saturday, September 19 from 10:00a.m. to 4:00p.m.

7. Public Hearings: None.

8. Action Items:

- a. Discussion and possible action on Ordinance 2015-07, instituting a program for Curbside Collection of Residential Recycling  
Town Council discussed Ordinance 2015-07, instituting a program for curbside collection of residential recycling with an opt-out option. Councilmembers would like more time to review the Ordinance before taking any action.

Item tabled until the September 9<sup>th</sup> Town Council Meeting.

9. Discussion Items:

- a. Ordinance 2015-06, Repealing the Public Safety Impact Fee

Mayor Peterson, as I was getting to the final stages of this, I came across some additional Ordinances that will need to be updated because they refer back to this one with regards to the administration of it. Between now and September 9<sup>th</sup>, I will work with Gary to make sure that we have the other Ordinances that need to be updated. I am very much against us updating one Ordinance, knowing we have other Ordinances referring to it that are no longer accurate. Councilmember Rohr, this will require a public hearing right?

Gary Kuhlmann the Town Attorney, no you do have to go through the process when you're imposing, when your repealing, you do not.

Mayor Peterson, expect to see on September 9<sup>th</sup> meeting a second Ordinance that will be getting updated, with regards to adjusting for a lack of Public Safety Impact Fee as we go forward.

Councilmember Rohr, is it ok to adjust an Ordinance? You do not have to have a public hearing.

Mayor Peterson asked Gary Kuhlmann if we would need to have a public hearing.

Gary Kuhlmann the Town Attorney, you mean for just the process?

Mayor Peterson, right.

Gary Kuhlmann, no because you are not imposing a fee, what we are updating is the process. I think it will be ok, but I will go through it.

- b. Constitution Week Proclamation

Mayor Peterson indicated that he has been contacted by the Daughters of the Constitution. They are trying to get several Towns to sign a Proclamation to declare the week of September 17 through the 23<sup>rd</sup> as Constitution Week. I wanted to get Councils input, I do not see any real significant Proclamations made before in the Town and I just wanted to know how the Council felt about this.

Councilmember Rohr, I would be in favor of this Proclamation and if it passed, I think we should put the flags out on the 17<sup>th</sup> also.

Mayor Peterson, we can look into doing that.

Councilmember Cundick, I would support this.

Councilmember Allen, as do I.

#### 10. Citizen Comments:

Randy Stevens discussed the Emergency Preparedness Fair. The fair will be held on Saturday, September 19<sup>th</sup> at the Leeds Church House on Main Street from 10am to 4pm. Some of the exhibits will be, walking for life, walking for health, gluten free cooking, how to do laundry without electricity, solar power, diabetes awareness, Red Cross, Legal and Personal Affairs, rocket stoves, water food sanitation, animal response.

Town Council and Randy Stevens discussed the Emergency Preparedness Fair further.

#### 11. Staff Reports:

Town Council discussed Dumpster Days that will be held on August 28, 29 and the 30th. The dumpster's location has changed and will be placed behind the Peach Pit Pavilion in order to satisfy the Towns insurer.

Mayor Peterson, I had a meeting today with Dana Meier from UDOT. We talked about the possibility of extending the curb and gutter on Main Street. Very pleasantly, they think they have some money available to do it and their preference would be to try to address the erosion on the West side, all the way up to the Mining Market Place. They are willing to offer the same deal as last year, which was, we would provide the Engineering services for design and oversight and they would provide the actual cost of the installation of the curb and gutter. The other thing they are prepared to do this time, is to pay for the asphalt as it widens, to get to where the curb and gutter is. They also asked if we would be interested in sidewalks, which is separate money. Safe Sidewalks is a program they have and our contribution would be nothing; however, it is subject to what they have available and could allocate to us. It would probably not parallel the entire length of what we are doing now, but would more likely be some other area that does not have sidewalk by where we previously did the curb and gutter. The one stipulation is that it has to be in an area that has never previously had a sidewalk. Does anyone recall sidewalks existing along Main Street from Vista heading north toward the post office on the West side?

Councilmembers do not recall there ever being any.

Mayor Peterson, ok where that one is 100% covered, I will look for as much as we are able to get. Additionally, what they have asked us to do is have an Engineer look and suggest a cost of what might be involved in trying to address the Cemetery Road/ Main Street washout. What happens is, there is a reduction in pipe size and it does not handle the water. It goes up and over onto Cemetery Road. I hope to bring more information. I have requested an Engineering estimate on how much it will cost us.

Town Council discussed it further. Councilmember Allen suggested looking into putting a noise barrier by I-15 on Cemetery Road.

Mayor Peterson, I had a resident come in and was interested in putting a Dead End sign on Red Cliffs Road.

Councilmember Allen, is that a Town Road?

Mayor Peterson, it is primarily in Town, some of it does pass into unincorporated County.

Mayor Peterson discussed it further and will have Antonio look into a sign.

Councilmember Rohr, nothing new on the trees, so you should go ahead with the other bids.

Councilmember Rohr, Darren Cottam has started, are they done with patching and repairs? Mayor Peterson, I have not heard that they are done but I know they have done a substantial amount of it if it is not completed. Next up is sweeping followed by fog sealing.

12. Adjournment:

Councilmember Allen adorned the meeting.

Time: 7:40pm.

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor, Wayne Peterson

ATTEST:

\_\_\_\_\_  
Kristi Barker, Deputy Clerk/Recorder

# Town of Leeds

## Town Council CLOSED Meeting Minutes

August 26, 2015

1. Call to order:

Mayor Peterson called to order the "Closed" meeting of the Leeds Town Council at 6:33pm on August 26, 2015 at Leeds Town Hall, 218 North Main.

ROLL CALL:

	<u>Present</u>	<u>Absent</u>
MAYOR: WAYNE PETERSON	<u>x</u>	<u>          </u>
COUNCILMEMBER: RON CUNDICK	<u>x</u>	<u>          </u>
COUNCILMEMBER: ANGELA ROHR	<u>x</u>	<u>          </u>
COUNCILMEMBER: JOE ALLEN	<u>x</u>	<u>          </u>
COUNCILMEMBER: NATE BLAKE	<u>          </u>	<u>x</u>

2. Purpose of the closed meeting was to discuss impending litigation and related matters as allowed by Utah state Law 52-4-205(1)(c)

3. Adjournment:

Mayor Peterson adjourned the meeting with the intent of reconvening the Public meeting after a motion by Councilmember Allen and 2nd by Councilmember Cundick. Motion passed in a Roll Call Vote.

ROLL CALL VOTE:

	<u>Yea</u>	<u>Nay</u>	<u>Abstain</u>	<u>Absent</u>
MAYOR: WAYNE PETERSON	<u>x</u>	<u>          </u>	<u>          </u>	<u>          </u>
COUNCILMEMBER: RON CUNDICK	<u>x</u>	<u>          </u>	<u>          </u>	<u>          </u>
COUNCILMEMBER: ANGELA ROHR	<u>x</u>	<u>          </u>	<u>          </u>	<u>          </u>
COUNCILMEMBER: JOE ALLEN	<u>x</u>	<u>          </u>	<u>          </u>	<u>          </u>
COUNCILMEMBER: NATE BLAKE	<u>          </u>	<u>          </u>	<u>          </u>	<u>x</u>

Time: 6:47pm.

APPROVED ON THIS \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015

\_\_\_\_\_  
Mayor, Wayne Peterson

ATTEST:

\_\_\_\_\_  
Kristi Barker, Deputy Clerk/Recorder



*Town of Leeds*  
**LOT LINE (BOUNDARY) ADJUSTMENT -  
APPLICATION**

1. Applicant / Owner Name: Brett Y. & Tracy C. Comas  
Address, City, State, Zip: 125 E Cherry Ln, Leeds, UT 84746-0697  
Phone: 435-680-2907 E-mail: tcomas@washingtontowncity.org  
Project Location: 125 E Cherry Lane (rear property line)  
Existing Zone: R-R-1 Lot Number: na Tax Parcel ID Number: L-66-A

2. Applicant / Owner Name: Phillip S. & Laurel Peine  
Address, City, State, Zip: PO Box 460757, Leeds, UT 84746-0757  
Phone: 435-879-2933 E-mail: \_\_\_\_\_  
Project Location: 125 E Cherry Lane (rear property line)  
Existing Zone: R-R-1 Lot Number: na Tax Parcel ID Number: L-3-1-7-2411

Subdivision, if any: none

Engineer Firm and Contact Name: R & B Surveying  
Address, City, State, Zip: 257 Prickley Pear Dr, Washington, UT 84780  
Phone: 435-673-2918 Fax \_\_\_\_\_ E-mail: rbsurveying@awinets.com

Please include with the application:

- \$200.00 filing fee - non-refundable
- Stamped envelope filled out for all adjacent property owners.
- Two copies: 24" x 36" of the plat drawing showing existing lots and proposed boundary adjustments. These must each include the legal descriptions with details of the adjustment for the parcels involved, placement of hydrants, utility pedestals, water and septic services and existing structures.
- Four copies each:
  - 11" x 17" of the plat drawing
  - Title Report dated within two weeks from the date of Planning Review Meeting
  - The legal description of existing property Boundary Lines
  - The legal description of proposed adjustment to property Boundary Lines

File completed application with the Town of Leeds, 218 N. Main St, Leeds, UT, 84746 or deliver to Leeds Clerk/Recorder at Town Hall, hours 9:00 a.m. – 4:00 p.m. Mon - Thu; closed on Fri.

Signature of Owner 1 Brett Y. Comas Date 8-18-15

Signature of Owner 2 Laurel Peine Date 8/18/15



## TOWN OF LEEDS

218 NORTH MAIN STREET  
PO BOX 460879  
LEEDS, UT 84746-0879  
PHONE: 435-879-2447 FAX: 435-879-6905  
E-mail: [clerk@leedstown.org](mailto:clerk@leedstown.org) // Website: [www.leedstown.org](http://www.leedstown.org)

**FILING FEE: \$200.00**

**Non-refundable**

**Received by** WB

**Filing Date** 8-20-15

### LOT LINE (BOUNDARY) ADJUSTMENT INSTRUCTIONS

Lot Line (or Boundary Line) Adjustments between adjacent properties may be executed upon the recordation of an appropriate deed(s) IF:

- no new dwelling lot or housing unit results from the lot line adjustment
  - the adjoining property owners consent to the lot line adjustment
  - the lot line adjustment does not result in remnant land that did not previously exist
- AND
- the adjustment does not result in violation of applicable zoning requirements.

Each lot line adjustment request is limited to the adjustment of property line boundaries between only two adjacent properties. Additional properties require separate lot line adjustment requests.

Obtain the Lot Line Application Form from the Leeds Town Clerk/Recorder at Town Hall.

Obtain a Preliminary Title Report from Washington County that lists all property owners of the subject parcels, no longer than 60 days or up to 120 days, provided the report is updated and acknowledged by title company.

Draw up the appropriate deeds, legal descriptions and exhibits including the Existing and Proposed Lot Boundaries that reflect the proposed lot line adjustment.

**Note:**

The deeds are NOT to be recorded until the Town or Engineer executes an approval stamp on each document.

If any new easements are required along the proposed boundary between the two properties, the required procedures for dedicating easements shall be followed and the new easements shall be recorded prior to lot line adjustment approval.

If any existing easements are proposed to be vacated because they will be affected by the proposed lot line agreement, the required procedures for vacating easements shall be followed and an additional fee may be required. The property owners may elect to leave the existing easements along the proposed boundary.

Submit a completed application, a stamped envelope filled out for all adjacent property owners, the required fee, Preliminary Title Report, the appropriate deeds, legal descriptions and exhibits to the Leeds Town/Clerk Recorder, attention to Planning/Engineering.

Upon approval of the lot line adjustment, the appropriate deeds may be recorded in the County Recorder's Office by arrangement of the property owners or their representatives.



**R & B SURVEYING**  
257 PRICKLEY PEAR DRIVE WASHINGTON, UT 84780  
PHONE: 435-675-2918

**LOCATION:**  
SE & SW 1/4 SECTION 7, T4S, R3W, S10E44  
COMPLETED:  
AUGUST 11, 2015  
REQUESTED BY:  
BRETT & TRACEY COVENS

ACQUISITION PARCEL(PEINE TO COMAS):  
BEGINNING AT A POINT N0°06'13"W, 1937.40 FEET ALONG THE CENTER SECTION  
LINE FROM THE SOUTH 1/4 CORNER OF SECTION 7, T41S, R13W, SLB&M, SAID  
POINT BEING ON THE WEST BOUNDARY OF PROPERTY DESCRIBED IN DOCUMENT  
NO. 200150008052 AND BEING THE CORNER OF PROPERTY DESCRIBED IN  
DOCUMENT NO. 692382 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY  
RECORDER, RUNNING THENCE ALONG THE COMMON BOUNDARY OF SAID  
PROPERTIES THE FOLLOWING TWO (2) COURSES: N0°06'13"W, 105.07 FEET;  
THENCE N41°59'41"E, 306.51' (306.49' DOC. NO. 692382); THENCE LEAVING SAID  
COMMON BOUNDARY AND RUNNING S31°36'44"W, 390.87 FEET TO THE POINT OF  
BEGINNING.

CONTAINING 0.248 ACRE.



WHEN RECORDED MAIL TO:  
Brett Y. Comas  
PO Box 460697  
Leeds, UT 84746

## WARRANTY DEED


Parcel# L-3-1-7-2411

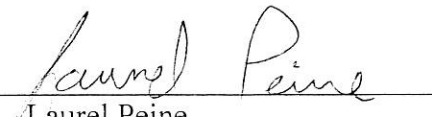
That **Phillip S. & Laurel Peine**, of the State of Utah Grantor herein, in consideration of the sum of Ten (\$10) Dollars and other good and valuable consideration paid to Grantor by **Brett Y & Tracy C Comas**, a married couple of the State of Utah, Grantee herein, receipt of which is hereby acknowledged, does hereby grant, release, convey and warrant to Grantee, its successors and assigns forever, free and clear of all encumbrances, all its rights, title and interest in and to the following tract of land located in the County of Washington, State of Utah:

BEGINNING AT A POINT N0°06'13"W, 1937.40 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 7, T41S, R13W, SLB&M, SAID POINT BEING ON THE WEST BOUNDARY OF PROPERTY DESCRIBED IN DOCUMENT NO. 200150008052 AND BEING THE CORNER OF PROPERTY DESCRIBED IN DOCUMENT NO. 692382 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE ALONG THE COMMON BOUNDARY OF SAID PROPERTIES THE FOLLOWING TWO (2) COURSES: N0°06'13"W, 105.07 FEET; THENCE N41°59'41"E, 306.51' (306.49' DOC. NO. 692382); THENCE LEAVING SAID COMMON BOUNDARY AND RUNNING S31°36'44"W, 390.87 FEET TO THE POINT OF BEGINNING.

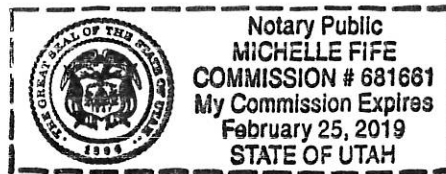
CONTAINING 0.248 ACRE.

WITNESS the hand of said grantor, this 20 day of August, 2015.

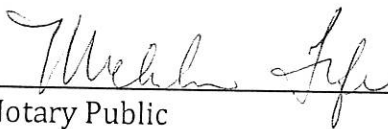
  
Phillip S. Peine

  
Laurel Peine

STATE OF UTAH )  
 )  
COUNTY OF <sup>IRON</sup> WASHINGTON ) :SS

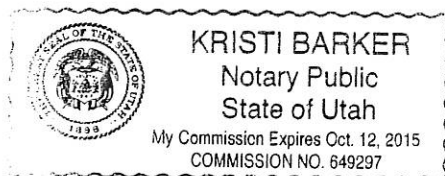


On the 18th day of August, 2015, personally appeared before me **Phillip S. Peine** personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed the foregoing document and acknowledged before me that he/she signed it voluntarily for its stated purpose.

  
\_\_\_\_\_  
Notary Public

STATE OF UTAH )  
 )  
COUNTY OF WASHINGTON ) :SS

On the 00 day of August, 2015, personally appeared before me **Laurel Peine** personally known to me or proved to me on the basis of satisfactory evidence to be the person whose name is signed the foregoing document and acknowledged before me that he/she signed it voluntarily for its stated purpose.



  
\_\_\_\_\_  
Notary Public



## TOWN OF LEEDS

218 NORTH MAIN STREET  
PO BOX 460879  
LEEDS, UT 84746-0879  
PHONE: 435-879-2447 FAX: 435-879-6905  
E-mail: [deputyclerk@leedstown.org](mailto:deputyclerk@leedstown.org) // Website: [www.leedstown.org](http://www.leedstown.org)

8-20-2015

Dear property owner,

This letter is in regards to a lot line adjustment your neighbors are seeking. Brett & Tracy Comas, located at 125 E Cherry Lane are seeking to purchase 0.248 Acre of Peine property located at the rear of Comas property line. In order for the application to take effect, the adjoining property owners will have to consent to the lot line adjustment(s) as per Ordinance 21.14.7.2. Please indicate below if you approve or deny the request.

Thank You,

Kristi Barker  
Deputy Clerk/Recorder

Approved ☒

Denied ☐

Print Name Phillip Peine Signature

Print Name Laurel Peine Signature



## TOWN OF LEEDS

218 NORTH MAIN STREET  
PO BOX 460879  
LEEDS, UT 84746-0879  
PHONE: 435-879-2447 FAX: 435-879-6905  
E-mail: [deputyclerk@leedstown.org](mailto:deputyclerk@leedstown.org) // Website: [www.leedstown.org](http://www.leedstown.org)

8-20-2015

Dear property owner,

This letter is in regards to a lot line adjustment your neighbors are seeking. Brett & Tracy Comas, located at 125 E Cherry Lane are seeking to purchase 0.248 Acre of Peine property located at the rear of Comas property line. In order for the application to take effect, the adjoining property owners will have to consent to the lot line adjustment(s) as per Ordinance 21.14.7.2. Please indicate below if you approve or deny the request.

Thank You,

Kristi Barker  
Deputy Clerk/Recorder

Approved ☒

Denied ☐

Print Name ALATE BLAK Signature L1112

Print Name \_\_\_\_\_ Signature \_\_\_\_\_



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

File No.: 143756

1. **Effective Date:** August 11, 2015 at 8:00 AM

2. **Policy or Policies to be Issued:**

Amount of Insurance

(a) A.L.T.A. Owner's Policy 2006 (Standard)

Amount:  
Premium:

Proposed Insured:

Brett Y. Comas and Tracy C. Comas

(b) A.L.T.A. Loan Policy 2006 (Extended)

Amount:  
Premium:

Proposed Insured:

3. **The estate or interest in the land described or referred to in this Commitment is:**

Fee Simple

4. **Title to the said estate or interest in said land is at the Effective Date vested in:**

Phillip S. Peine and Laurel Peine, Husband and Wife, as Joint Tenants

5. **The land referred to in this Commitment is described as follows:**

BEGINNING AT A POINT NORTH 0° 06' 13" WEST, 1937.40 FEET ALONG THE CENTER SECTION LINE FROM THE SOUTH 1/4 CORNER OF SECTION 7, TOWNSHIP 41 SOUTH, RANGE 13 WEST, SALT LAKE BASE & MERIDIAN, SAID POINT BEING ON THE WEST BOUNDARY OF PROPERTY DESCRIBED IN DOCUMENT NO. 200150008052 AND BEING THE CORNER OF PROPERTY DESCRIBED IN DOCUMENT NO. 692382 AS FILED IN THE OFFICE OF THE WASHINGTON COUNTY RECORDER, RUNNING THENCE ALONG THE COMMON BOUNDARY OF SAID PROPERTIES THE FOLLOWING TWO (2) COURSES: NORTH 0° 06' 13" WEST, 105.07 FEET; THENCE NORTH 41° 59' 41" EAST, 306.51' (306.49' DOC. NO. 692382); THENCE LEAVING SAID COMMON BOUNDARY AND RUNNING SOUTH 31° 36' 44" WEST 390.87 FEET TO THE POINT OF BEGINNING.

For information purposes only, the property address is purported to be:  
Not Yet Assigned, Leeds, UT 84746

Old Republic National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE A

Old Republic National Title Insurance Company

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File No. 143756

UT ALTA Commitment Sch A MV1

Page 2 of 2



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART I

File No. 143756

The following are the requirements to be complied with:

1. Pay the agreed amounts for the interest in the land and/or the mortgage to be insured.
2. Pay us the premiums, fees and charges for the policy.
3. Documents satisfactory to us creating the interest in the land/or the mortgage to be insured must be signed, delivered and recorded.
4. You must tell us in writing the name of anyone not referred to in this Commitment who will get an interest in the land or who will make a loan on the land. We may then make additional requirements or exceptions.
5. Payment to or for the account of the grantors or mortgagors or the full consideration for the estate or interest to be insured.
6. Proper instrument(s) creating the estate or interest to be insured executed and duly filed for record, to-wit:

Old Republic National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No. 143756

Schedule B of the policy or policies to be issued will contain exceptions to the following matters unless the same are disposed of to the satisfaction of the Company:

1. Defects, liens, encumbrances, adverse claims or other matters, if any, created, first appearing in the public records or attaching subsequent to the Effective Date but prior to the date the proposed Insured acquires for value of record the estate or interest or mortgage thereon covered by this Commitment.
2. Water rights, claims to water or water rights, whether or not shown in the public records.
3. Taxes or assessments which are not now payable or which are not shown as existing liens by the records of any taxing authority that levies taxes or assessment on real property or by the public records.
4. Any facts, rights, interest, or claims which are not shown by the public records but which could be ascertained by an inspection of said land or by making inquiry of persons in possession, or claiming to be in possession, thereof.
5. Easements, liens encumbrances, or claims of easements, liens or encumbrances which are not shown by the public records.
6. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
7. Taxes for the year 2014 have been paid in the amount of \$111.50 under tax ID L-3-1-7-241012. Taxes for the year 2015 are estimated in the amount of \$577.75 under tax ID L-3-1-7-241012 but not yet due or payable.  
SERIAL NUMBER: L-3-1-7-2411
- Lien arising as of 12 o'clock noon of January 1 for any unpaid personal property taxes which may be listed against the property described herein
8. County Library Fund, Water Conservancy District, Local Assessments, Multi-County Assessments, Local School Fund, State School Fund, County General Fund, Mosquito Abatement, County Go Bond, Leeds Town and Leeds Area Fire District,
9. Minerals of whatsoever kind, subsurface and surface substances, including but not limited to coal, lignite, oil, gas, uranium, clay, rock, sand and gravel in, on, under and that may be produced from the Land, together with all rights, privileges, and immunities relating thereto, whether or not appearing in the Public Records or listed in Schedule B. The Company makes no representation as to the present ownership of any such interests. There may be leases, grants, exceptions or reservations of interests that are not listed
10. Subject to all existing roads, streets, alleys, ditches, reservoirs, utilities, canals, pipe lines, power, telephone, sewer, gas or water lines, and right of way and easements thereof.
11. RIGHT OF WAY AND EASEMENT GRANT  
Grantor: THOMAS STIRLING AND HARRIET STIRLING  
Grantee: DIXIE POWER COMPANY, A UTAH CORPORATION  
Purpose: RIGHT OF WAY TO ERECT AND MAINTAIN TELEPHONE AND ELECTRIC LIGHT AND POWER TRANSMISSION WIRES AND POLES WITH NECESSARY FIXTURES TO SUPPORT SAID WIRES IN AND UPON THE GROUND,  
Dated: OCTOBER 17, 1927  
Recorded: OCTOBER 17, 1927

Old Republic National Title Insurance Company





COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No. 143756

Book: S Page: 849

12. EASEMENT TO USE DISTRIBUTION SYSTEM

Grantor: LEEDS DOMESTIC WATERUSERS ASSOCIATION, A CORPORATION OF THE COUNTY OF WASHINGTON

Grantee: STATE OF UTAH ACTING THROUGH THE BOARD OF WATER RESOURCES

Purpose: FOR THE CONSTRUCTION OF A CULINARY WATER STORAGE TANK, PIPELINE AND APPURTENANCE WORKS; AN EASEMENT TO USE THE EXISTING WATER DISTRIBUTION SYSTEM OF CANALS AND DITCHES AND ALL APPURTENANT WORKS AND FACILITIES OF THE LEEDS DOMESTIC WATERUSERS ASSOCIATION

Dated: MARCH 12, 1979

Recorded: JUNE 7, 1979

Entry Number: 205503

Book: 254 Page: 148

13. EASEMENT TO USE DISTRIBUTION SYSTEM

Grantor: ASH CREEK IRRIGATION COMPANY

Grantee: STATE OF UTAH

Purpose: AN EASEMENT TO USE THE EXISTING WATER DISTRIBUTION SYSTEM OF CANALS, DITCHES, PIPELINES AND ALL APPURTENANT WORKS AND FACILITIES OF THE ASH CREEK IRRIGATION COMPANY

Dated: JUNE 12, 1987

Recorded: SEPTEMBER 17, 1987

Entry Number: 320911

Book: 464 Page: 110

14. PATENT

Dated: SEPTEMBER 5, 1893

Purpose: SUBJECT TO ANY VESTED AND ACCRUED WATER RIGHTS FOR MINING, AGRICULTURAL, MANUFACTURING AND OTHER PURPOSES.

Recorded: SEPTEMBER 6, 1893

Entry Number: S-560

15. AGREEMENT

Dated: MARCH 30, 1976

By and Between: STATE OF UTAH AND LEEDS DOMESTIC WATERUSERS ASSOCIATION

Recorded: JUNE 7, 1979

Entry Number: 205501

Book: 254 Page: 143

16. AGREEMENT

Dated: JULY 11, 1994

By and Between: STATE OF UTAH AND THE ANGELL SPRINGS SPECIAL SERVICE DISTRICT, A SPECIAL SERVICE DISTRICT ORGANIZED UNDER THE LAWS OF THE STATE OF UTAH, FORMERLY HIDDEN VALLEY WATER USERS ASSOCIATION

Recorded: DECEMBER 8, 1994

Entry Number: 486326

Book: 870 Page: 708

Old Republic National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No. 143756

AMENDMENT TO AGREEMENT

Dated: APRIL 24, 1996

By and Between: STATE OF UTAH AND ANGELL SPRINGS SPECIAL SERVICE DISTRICT

Recorded: JULY 15, 1996

Entry Number: 00538260

17. ROADWAY DEDICATION

Name: BABYLON ROAD EXTENSION STREET

Recorded: DECEMBER 4, 1998

Entry Number: 00627453

Book: 1287 Page: 685

18. SCRIVENER'S AFFIDAVIT

Dated: MARCH 17, 2015

Recorded: MARCH 18, 2015

Entry Number: 20150008723

19. APPLICATION FOR ASSESSMENT AND TAXATION OF AGRICULTURAL LAND 1969 FARMLAND ASSESSMENT ACT

Recorded: JUNE 23, 2015

Entry Number: 20150021570

20. NOTE: NO EXISTING DEED OF TRUST APPEARS OF RECORD. IF THIS INFORMATION IS NOT CORRECT, PLEASE NOTIFY THE COMPANY AS SOON AS POSSIBLE TO PROVIDE INFORMATION REGARDING THE EXISTING LOAN.

21. JUDGMENTS WERE CHECKED AGAINST THE FOLLOWING NAMES AND NONE WERE FOUND TO BE OF RECORD:

PHILLIP S. PEINE

LAUREL PEINE

22. A 24 month vesting chain of title has been done and the following items were found of record.

Document Type: QUIT CLAIM DEED

By and Between: HARRIET AND WILLIAM LEIGH RASBAND TRUST TO EDWARDS H. AND IDONNA E. SNOW TRUST

Recorded: MARCH 13, 20105

Entry Number: 20150008051

Document Type: WARRANTY DEED

By and Between: EDWARD H. SNOW AND IDONNA E. SNOW, TRUSTEES OF THE EDWARD H. SNOW AND IDONNA E. SNOW FAMILY TRUST AGREEMENT, DATED NOVEMBER 27, 1989, AMENDED AND RESTATED FEBRUARY 19, 1999 TO PHILLIP S. PEINE AND LAUREL PEINE

Recorded: MARCH 13, 2015

Entry Number: 20150008052

23. NOTICE TO APPLICANT: THE LAND HEREIN MAY BE SERVICED BY CITIES, IMPROVEMENT DISTRICTS, OR UTILITY COMPANIES THAT PROVIDED MUNICIPAL TYPE SERVICES FOR WATER, SEWER,

Old Republic National Title Insurance Company



COMMITMENT FOR TITLE INSURANCE  
SCHEDULE B  
PART II

File No. 143756

ELECTRICITY OR OTHER SERVICES THAT DO NOT RESULT IN A LIEN, BUT FOR WHICH SERVICES MAY BE TERMINATED IN THE EVENT OF NON-PAYMENT OF SERVICE CHARGES TO DATE OR TRANSFER FEES. ALTHOUGH THE COMPANY ASSUMES NO LIABILITY THEREFORE, YOU ARE URGED TO MAKE INVESTIGATION INTO SUCH MATTERS.

24. NOTE: ANY MATTER IN DISPUTE BETWEEN YOU AND THE COMPANY MAY BE SUBJECT TO ARBITRATION AS AN ALTERNATIVE TO COURT ACTION. YOU MAY REVIEW A COPY OF THE ARBITRATION RULES AT <http://www.alta.org>. ANY DECISION REACHED BY ARBITRATION SHALL BE BINDING UPON BOTH YOU AND THE COMPANY. THE ARBITRATION AWARD MAY INCLUDE ATTORNEY'S FEES IF ALLOWED BY STATE LAW AND MAY BE ENTERED AS A JUDGMENT IN ANY COURT OF PROPER JURISDICTION.

END OF SCHEDULE B II

Old Republic National Title Insurance Company



## Mountain View Title and Escrow Privacy Policy Notice

### PURPOSE OF THIS NOTICE

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document, which notifies you of the privacy policies and practices of Mountain View Title and Escrow.

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as on applications or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information that we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

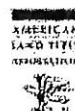
We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finance, securities and insurance.
- Non-financial companies such as envelope stuffers and other fulfillment service providers.

**WE DO NOT DISCLOSE ANY NONPUBLIC PERSONAL INFORMATION ABOUT YOU WITH ANYONE FOR ANY PURPOSE THAT IS NOT SPECIFICALLY PERMITTED BY LAW.**

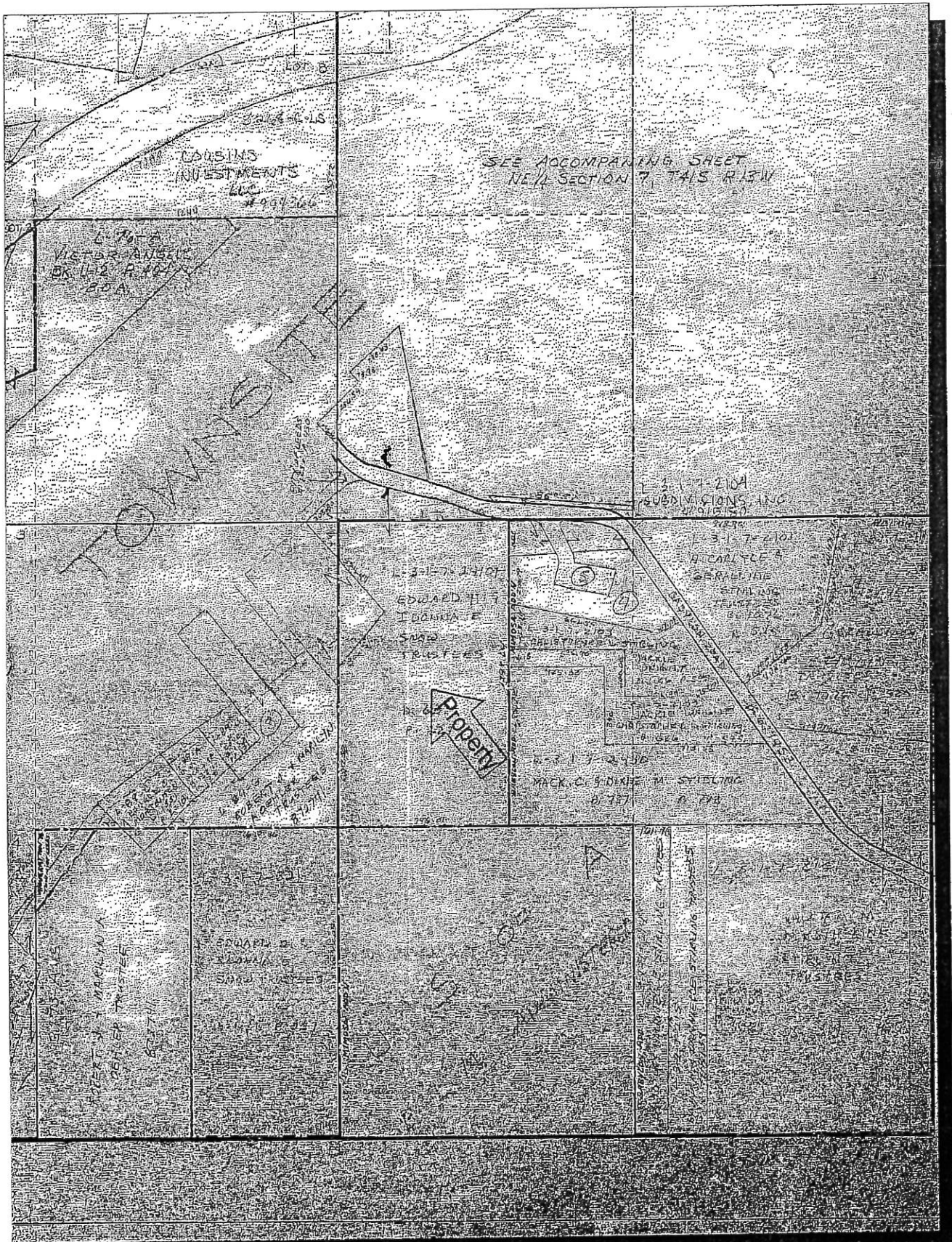
We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

Rev. 08/28/01





NOTICE THIS IS NEITHER A PLAT NOR A SURVEY. IT IS FURNISHED MERELY AS A CONVENIENCE TO AID YOU IN LOCATING THE LAND INDICATED HEREON WITH REFERENCE TO STREETS AND OTHER LAND. NO LIABILITY IS ASSUMED BY REASON OF ANY RELIANCE HEREON.



**TOWN OF LEEDS  
ORDINANCE NUMBER 2015-07**

**AN ORDINANCE OF THE TOWN COUNCIL OF LEEDS, UTAH, INSTITUTING A  
PROGRAM FOR CURBSIDE COLLECTION OF RESIDENTIAL RECYCLABLE MATERIALS,  
AND ESTABLISHING RULES, REGULATIONS AND FEES PERTAINING TO SAID  
PROGRAM.**

**WHEREAS**, Washington County Special Service District No. 1 (hereafter "the District") was duly created by resolution of the Washington County Commission for the purpose of developing and implementing a system for the collection and disposal of solid waste generated within the boundaries of the District, including the Town of Leeds (hereafter "Leeds"); and

**WHEREAS**, the District and Leeds believe that it is both necessary and desirable to institute a program for collection of recyclable materials produced by owners or occupants of residences in order to conserve landfill space, protect the environment, and encourage conservation of resources; and

**WHEREAS**, Leeds has given its consent and approval for "Curbside Residential Recycling Collection Agreement" between the District and Dixie Waste Services, Inc., whereby curbside residential recycling collection services shall be made available to any municipality in Washington County that desires such service, including Leeds; and

**WHEREAS**, the District and Leeds will enter into a separate "Agreement for Curbside Residential Recycling Collection Services" for implementation of said curbside residential recycling collection program and other related matters within Leeds; and

**WHEREAS** the Town Council of Leeds desires to establish rules, regulations and monthly fees pertaining to said curbside residential recycling collection services; and

**WHEREAS** the Town Council of Leeds deems it necessary and desirable for the preservation and protection of the health, safety and welfare of the residents of Leeds, Utah,

**BE IT HEREBY ORDAINED by the Town Council of Leeds, Utah as follows:**

1. Definitions. For purposes of this Ordinance, the following terms shall have the following meanings:
  - (a) bi weekly: every other week.
  - (b) curb or curbside: within 3 feet of any curb, sidewalk or other location immediately adjacent to any street, highway or road which is accessible to waste collection vehicles.

- (c) opt out rules and regulations and procedures: rules, regulations and procedures pursuant to which an owner of a residence or residential unit may elect to opt out of curbside residential recycling collection services.
- (d) overall residential recycling participation rate: the number of residences or residential units, calculated at the end of each quarter and expressed in a percentage, who participate or are required to participate in curbside residential recycling collection services when compared to the total number of residences or residential units in all municipalities that have elected to participate in the curbside residential recycling collection program.
- (e) participating residence: any residence or residential unit for which an owner has not opted out of curbside residential recycling collection services in accordance with Town's opt out rules and regulations.
- (f) recyclable materials: those materials listed in Exhibit "B" attached hereto and by this reference incorporated herein, but specifically excluding glass, plastic bags, used oil, paint, hazardous waste, bulky waste, special waste and stable matter.
- (g) residential recycling container: a waste receptacle specifically approved by Washington County Special Service District No. 1 for residential recycling, with a capacity of 90-100 gallons, equipped with a tight-fitting, permanently attached lid and wheels for easy movement, and specifically designed for automated pick up.
- (h) residence or residential unit: any home or other structure which is hooked to culinary water and power, is intended or used for human habitation, receives weekly collection of residential waste under the Residential Waste Collection Agreement using individual 94 gallon automated containers, and is billed as a residential unit in accordance with said Residential Waste Collection Agreement.

For purposes of this ordinance, a residence or residential unit does not include: (a) units in an apartment complex with more than eight (8) dwelling units, (b) units in condominium or townhome complexes used primarily, when considered as a whole, for rental purposes, (c) dwelling units in residential developments which, because of limited access, receive weekly collection of residential waste using dumpsters instead of individual 94 gallon containers, (d) units in RV Parks used primarily for overnight or other temporary rental of less than 30 consecutive days, and (e) motels and hotels.



- (i) Residential Waste Collection Agreement: means the agreement between Washington County Special Service District No. 1 and Allied Waste Services, Inc (now known as Republic Waste Services, Inc.) dated November 25, 2008.
- 2. Establishment of Curbside Residential Recycling Collection Program. Subject to the terms and conditions stated herein, the Leeds Curbside Residential Recycling Collection Program (hereafter “the curbside recycling program”) is hereby established.
- 3. Collection Service. The Town of Leeds, by and through Dixie Waste Services, Inc., shall provide or make available bi-weekly collection service to each participating residence or residential unit within Leeds of recyclable materials placed at or near the curb in residential recycling containers which shall be delivered, maintained, repaired and replaced by Washington County Special Service District No. 1.
- 4. Terms of Agreement to Control. All aspects of said curbside recycling collection service shall be governed by and shall be subject to the terms and conditions of “Curbside Residential Recycling Collection Agreement” between Washington County Special Service District No. 1 and Dixie Waste Services, Inc., a copy of which is attached hereto as Exhibit “A” and incorporated herein by this reference.
- 5. Opt Out Rules, Regulations and Procedures. For the purpose of determining which residences within Leeds are participating residences in the curbside residential recycling collection program, the following regulations and procedures are hereby adopted:
  - A. An owner of a residence which is occupied or which has received a certificate of occupancy at any time before the expiration of sixty (60) days from the effective date of this ordinance may elect to opt out of curbside residential recycling collection service, provided that said election:
    - (1) is in writing,
    - (2) identifies by lot number, address or legal description the residence to which the election shall apply,
    - (3) is signed by at least one owner of the property upon which the residence is located, and
    - (4) is received by the town before the expiration of sixty (60) days from the effective date of this ordinance.

B. The election made by an owner of a residence to opt out of curbside residential recycling collection service pursuant to paragraph A above shall continue in effect until such time that said election is terminated by any of the following events:

(1) an owner of said residence requests in writing that the election to opt out of curbside residential recycling collection service be cancelled or rescinded,

(2) ownership of said residence is transferred to another person or entity through sale or other transfer, or

(3) a change is made in the designation of the person or entity responsible for payment of utility service.

C. The following residences or residential units shall be deemed to be a participating residence in the curbside residential recycling program and shall be subject to the provisions of this ordinance:

(1) any residence described in paragraph A above whose owner does not elect to opt out of curbside residential recycling collection service,

(2) any residence whose election to opt out of curbside residential recycling collection service has been terminated in accordance with paragraph B above, and

(3) any residence which receives a certificate of occupancy after the expiration of sixty (60) days from the effective date of this ordinance, unless the owner of said residence is moving from a Leeds residence that maintains a current opt out election of curbside recycling.

D. Notwithstanding the provisions of paragraphs A through C above, the Town Council, after receipt of a written request by an owner and after a hearing on such request, shall have authority to grant a variance to the above provisions based on a showing of undue hardship or other extraordinary circumstances.

6. Establishment of Residential Fees. The owner or occupant of each participating residence or residential unit within the Town of Leeds to or for which curbside recycling collection service is provided or is made available shall be required to pay to Leeds the amount of \$3.82 per month until such time that the overall residential recycling participation rate reaches 70%, at which time the residential fee shall be the amount of \$2.94 per month.

7. Quarterly Billing. Fees for the curbside residential recycling collection service described herein shall be paid on a quarterly basis, and shall be

included in any quarterly billing or statement for other trash services supplied by Leeds and shall be subject to all collection procedures for trash services provided by the Town of Leeds.

8. Curbside Recycling Program in Addition to Regular Waste Pickup. The curbside residential recycling collection services provided for herein shall supplement and shall be in addition to the regular residential waste collection services currently being provided by Leeds in accordance with Residential Waste Collection Agreement, and the monthly fee for the recycling collection services described herein shall be in addition to the quarterly fee for said regular residential waste collection services.
9. Date of Commencement of Program. The curbside residential recycling collection service and payment of the monthly fee, as described herein, shall commence on January 1, 2016, provided that the initial overall residential recycling participation rate as of November 1, 2015 is 50% or higher.

**ORDINANCE 2015-07** WAS ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LEEDS, WASHINGTON COUNTY, STATE OF UTAH, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.

ROLL CALL VOTE:

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	_____	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	_____	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	_____	_____	_____	_____
COUNCILMEMBER: JOE ALLEN	_____	_____	_____	_____
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	_____

Signed: \_\_\_\_\_  
Mayor, Wayne Peterson

Attest: \_\_\_\_\_  
Deputy Clerk/Recorder, Kristi Barker

## Exhibit "A"

Approved by WCSSD No. 1  
June 15, 2015

### CURBSIDE RESIDENTIAL RECYCLING COLLECTION AGREEMENT

This CURBSIDE RESIDENTIAL RECYCLING COLLECTION AGREEMENT is made and entered into on this \_\_\_\_ day of \_\_\_\_\_, 2015, by and between WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1, a special service district organized under the laws of the State of Utah, hereinafter referred to as "District", and DIXIE WASTE SERVICES, INC., a Utah corporation licensed to do business in the State of Utah, hereinafter referred to as "Dixie Waste."

#### RECITALS:

A. District was created and organized by the Washington County Commission for the purpose of providing solid waste collection and disposal services to the inhabitants of Washington County, Utah.

B. District has previously entered into an agreement titled "Residential Waste Collection Agreement" dated November 25, 2008, providing for weekly curbside collection of residential waste for transportation to and disposal at the Washington County Landfill.

C. In order to conserve landfill space and preserve natural resources, District has previously established a limited recycling program, allowing residents to transport recyclable materials to "binnies" at various locations for subsequent transportation to a recycling facility.

D. District now desires to further promote and encourage the recycling of residential waste by entering into an agreement with a qualified contractor to establish and implement a county-wide curbside residential recycling program for residents of Washington County who desire to avail themselves of such service.

E. Dixie Waste is a qualified contractor with the practical, technical and financial ability to provide such county-wide curbside residential recycling collection and disposal services.

F. District and Dixie Waste desire to enter into an agreement setting forth the terms and conditions upon which Dixie Waste shall provide curbside residential recycling collection and disposal service to the residents of the various municipalities located within the boundaries of the District, as well as to residents of the unincorporated areas of Washington County.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants, obligations and conditions contained herein, the parties hereto agree as follows:

1. DEFINITIONS. As used in this agreement, the following terms or phrases shall have the following meanings:

- (a) bi-weekly: means every other week.
- (b) binnie program: refers to the strategic placement of bins (or "binnies") at various locations throughout Washington County for use by residents who desire to drop off recyclable materials without payment of any recycling fee or charge.
- (c) curb or curbside: within 3 feet of any curb, sidewalk or other location immediately adjacent to any street, highway or road which is accessible to Dixie Waste's residential waste collection vehicles.
- (d) bulky waste: residential waste materials, whether capable of being recycled or not, with lengths, weights or volumes greater than those allowed for automated containers, including but not limited to stoves, air conditioners, refrigerators, dryers, dishwashers, televisions, hot water tanks, washing machines, household furniture, automobiles, motorcycles, boats, construction/demolition waste, and other similar items.
- (e) construction/demolition waste: waste from building materials, packaging, and rubble resulting from construction, remodeling, repair and demolition operations on pavements, houses, commercial buildings, and other structures. Such waste may include bricks, concrete, other masonry materials, soil, asphalt, rock, untreated lumber, rebar and trees stumps. It does not include asbestos, contaminated soils or tanks resulting from remediation or clean-up at any release or spill, waste paints, solvents, sealers, adhesives or similar hazardous or potentially hazardous materials.
- (f) hazardous waste: any solid waste which meets the definition of "hazardous waste" contained in Rule R315-2-3 of the Utah Administrative Code, in effect as of March 1, 2015, or as may be subsequently be amended.
- (g) opt-out: refers to the election of an owner or occupant of a residence or residential unit, made in accordance with a municipality's opt-out rules and regulations to not participate in District's residential curbside recycling program and not receive curbside residential recycling collection services under this agreement.
- (h) overall residential recycling participation rate: calculated prior to the start of collection services by Dixie Waste and also at the end of each quarter, the percentage of residences or residential units which receive curbside residential recycling collection services as compared to the total number of residences within the boundaries of all municipal entities who are participants in the curbside residential recycling collection program.

- (i) participating municipality: any municipal entity which elects to receive curbside residential recycling services under this agreement.
- (j) participating residence or residential unit: means (i) any residence or residential unit in any municipality which requires mandatory participation in District's curbside residential recycling collection program, or (ii) any residence or residential unit which has not exercised the option to opt out of or participate in District's residential curbside recycling program in accordance with a municipality's opt out rules and regulations.
- (k) recyclable materials: those materials listed in Exhibit "A" attached hereto and by this reference incorporated herein, but specifically excluding glass, plastic bags, used oil, paint, hazardous waste, bulky waste, special waste and stable matter.
- (l) residential recycling container: a waste receptacle specifically approved by the District for residential recycling, with a capacity of 90-100 gallons, equipped with a tight-fitting, permanently attached lid and wheels for easy movement, and specifically designed for automated pick up.
- (m) residence or residential unit: subject to amendment from time-to-time by resolution of District's Administrative Control Board, "residence" and "residential unit" shall be synonymous and shall mean any property or premises which:
  - (i) contains a structure which is hooked to culinary water and power and is intended or used for human habitation,
  - (ii) receives weekly collection of residential waste under the Residential Waste Collection Agreement dated November 25, 2008 using individual 94 gallon automated containers, and
  - (iii) is billed as a residential unit in accordance with the Residential Waste Collection Agreement dated November 25, 2008.

For purposes of this Curbside Residential Recycling Collection Agreement, a residence or residential unit does not include: (a) units in an apartment complex with more than eight (8) dwelling units, (b) units in condominium or townhome complexes used primarily, when considered as a whole, for rental purposes, (c) dwelling units in residential developments which, because of limited access, receive weekly collection of residential waste using dumpsters instead of individual 94 gallon containers, (d) units in RV Parks used primarily for overnight or other temporary rental of less than 30 consecutive days, and (e) motels and hotels.

Except as may be specified herein, each unit of a structure on property or premises classified as residential shall be considered a separate residence for purpose of billing and collection.



- (n) residential waste - garbage, rubbish, trash, bulky waste, and other waste produced by or resulting from the normal activities on or use of residential property or premises. Residential waste does not include hazardous waste, special waste or stable matter, as defined herein.
- (o) Residential Waste Collection Agreement: means the agreement between District and Allied Waste Services, Inc (now known as Republic Waste Services, Inc.) dated November 25, 2008.
- (p) special waste: non-hazardous solid waste which is subject to additional governmental regulations or special handling requirements in collection, transportation, processing or disposal as a result of the characteristics of, or processes which generate, such waste. Special Waste includes, but is not limited to:
  - (i) waste iron from a commercial or industrial activity;
  - (ii) waste generated by an industrial process or a pollution control process;
  - (iii) waste which contains free liquids;
  - (iv) waste which contains residue and debris from the cleanup of a spill of petroleum, chemical or commercial products or wastes, or contaminated residuals;
  - (v) articles from the cleanup of a facility which generates, stores, treats, recycles or disposes of chemical substances;
  - (vi) wastes which are nonhazardous as a result of proper treatment pursuant to Subtitle C of the Resource Conservation and Recovery Act of 1976 ("RCRA");
  - (vii) asbestos-containing or asbestos-bearing material that has been properly secured under existing federal, state and local laws, rules and regulations;
  - (viii) containers that once contained hazardous substances, chemicals, or insecticides so long as such containers are "empty" as defined by RCRA;
  - (ix) sludge wastes from waste water treatment processes, and
  - (x) wastes containing any regulated polychlorinated biphenyls.
- (q) stable matter: manure and other animal waste matter normally accumulated in or about a stable, barn, pen or corral.

2. Acknowledgement. District and Dixie Waste understand, acknowledge and agree that District cannot, and does not, guarantee the number of residences or residential units which will utilize curbside residential recycling collection services under this agreement because of the following factors:



- (a) the curbside residential recycling program established in connection with this agreement is an "opt-out" program which does not mandate utilization of the curbside residential recycling collection service by all residences in Washington County; and
- (b) in addition to the curbside residential recycling collection service described herein, District will continue to provide residents throughout Washington County with the opportunity to recycle through use of the binnie program.

3. Basic Service. In accordance with the terms and conditions contained in this agreement, Dixie Waste shall provide to each participating residence or residential unit bi-weekly curbside collection of recyclable materials placed at or near the curb or curbside in approved recycling containers provided by the District.

4. Placement of Waste. As part of said recycling collection services, Dixie Waste shall be required to pick up all recyclable materials placed before the time and day of collection in residential recycling containers which are within three (3) feet of the curbside, blacktop or other roadway surface, with three (3) feet of clearance on either side of the container from parked cars or other objects, and at other locations readily accessible to Dixie Waste's collection vehicles and personnel, as determined by District.

5. Day and Time of Collection. Curbside residential recycling collection services under this agreement shall be completed between the hours of 7:00 a.m. and 7:00 p.m. on the day of regularly scheduled garbage pickup under the Residential Waste Collection Agreement. Dixie Waste shall inform participating residences or residential units of the approximate time of recycling collection service. Any deviation from the day and time of collection because of unforeseen circumstances (i.e., inclement weather conditions making roads impassable, unreasonably dangerous winds, flooding, road construction, emergency occurrences, etc.) shall be promptly communicated to the District. Any recyclable materials not collected on the regularly scheduled day of collection because of such unforeseen circumstances shall be collected on the next day that collection is possible. All curbside residential recycling collection and disposal services shall be completed in a safe, quiet and efficient manner. Dixie Waste shall comply with all local, state and federal laws, rules and regulations governing vehicular traffic and safety.

6. Collection Routes and Schedules. Dixie Waste shall provide District with maps and schedules of curbside residential recycling collection routes, and keep such information current at all times. In the event of changes in routes or schedules that will alter the time or date of pick up, Dixie Waste shall notify District of such change and provide hand-delivered, mailed or other adequate notice to each affected residence not less than two weeks prior to the change. The parties shall, to the best of their ability, communicate with each other and the various municipalities regarding road closures or detours caused by construction activities in an effort to insure smooth, uninterrupted collection service by Dixie Waste.

7. Collection Vehicles and Equipment. On or before January 1 of each year during the term of this agreement, Dixie Waste shall submit to District a complete description of all

vehicles used to provide curbside residential recycling collection service, including the following information: type of vehicle, make, year, mileage, service record, anticipated date of replacement, and current condition. Dixie Waste shall provide a sufficient number of vehicles and suitable equipment, as determined by District, for the performance of curbside residential recycling collection and disposal services specified herein. Additional or replacement equipment or vehicles shall be purchased or kept available by Dixie Waste for immediate replacement of any equipment or vehicles normally required for collection and disposal functions which are taken out of service for any reason. All vehicles used to provide curbside residential recycling collection services shall, at all times during the term of this agreement:

- (a) be curbside collection type units designed for the collection and compaction of residential recyclable materials.
- (b) be in excellent mechanical condition, shall be kept in good repair and appearance, and shall be maintained in a clean, sanitary condition.
- (c) have clearly visible on each side the name and local telephone number of Dixie Waste.
- (d) be capable of lifting automated containers in such a manner so as to prevent spilling or littering during dumping.
- (e) be equipped with an operable two-way communication system.
- (f) be free from fluid leaks of any kind.

8. Ownership, Maintenance, Repair, Delivery of Recycling Containers. All residential recycling containers used by residents for recycling shall be owned by District, free and clear of any claim of Dixie Waste. District shall be responsible for the purchase, storage, assembly, maintenance, delivery and retrieval of recycling containers to each residence or residential unit. All recycling containers which are damaged or destroyed by Dixie Waste during collection operations shall, at Dixie Waste's expense, be promptly repaired or replaced, as reasonably determined by District. Dixie Waste shall not be responsible to repair or replace any residential recycling container as a result of normal wear and tear, or which is damaged or destroyed through use other than the intended use, or because of loss caused by theft or other unauthorized removal.

9. Monitoring of Recyclable Materials. Dixie Waste shall be responsible to monitor the contents of residential recycling containers during the collection process in order to ensure that only recyclable materials are dumped into Dixie Waste's collection vehicles. In situations where containers are found to contain unacceptable materials, Dixie Waste shall educate the customer as to why the materials are unacceptable by placing a District-approved sticker or tag with an appropriate explanation on the container at the regularly scheduled time of service.

10. Litter. All residential recycling collections shall be made by Dixie Waste in such a manner so as to prevent spillage of waste or littering of the premises or roadways. In the event that spillage or littering occurs during the course of collection, Dixie Waste shall immediately clean up such spillage or litter.

11. Transporting of Waste. All residential recyclable materials collected by Dixie Waste shall be hauled to a District-approved recycling facility permitted for such use and shall meet all applicable local, state, and federal laws, rules and regulations. All recyclable materials transported or hauled by Dixie Waste shall be contained, tied or enclosed in such a manner so that leaking, spilling or blowing are prevented during transportation or hauling. In the event of any leaking, spilling or blowing, Dixie Waste shall immediately clean up the litter.

12. Special and Hazardous Waste. No special waste, hazardous waste or stable matter, as defined herein, shall be collected or transported by Dixie Waste as part of this agreement.

13. Title to Waste. Title to all recyclable materials shall become vested in District upon being placed in Dixie Waste's collection vehicles.

14. Office and Customer Service Log. Dixie Waste shall establish and maintain a local office or such other facility where it can be contacted, where service may be applied for, and where complaints can be made. Said office or facility shall be equipped with sufficient telephones, shall have a responsible person in charge during collection hours, and shall be open during normal business hours. Dixie Waste shall also establish and maintain an after-hours and weekend phone number for use by the public and the District.

15. Public Awareness and Education. District and Dixie Waste shall jointly develop and implement a recycling public awareness program. The program shall include, but shall not be limited to, the following: the printing and distribution of promotional brochures, recycling presentations at local schools, news releases, and on-site promotions/demonstrations at locations throughout the District. The District shall pay all out-of-pocket expenses associated with said program. While the District will have the primary responsibility to disseminate information regarding the recycling program and to promote participation of the residents in recycling, Dixie Waste shall assist District in these activities. This will include occasional participation at promotional activities in schools or with other organizations and at civic events. Dixie Waste will also assist in the preparation and promulgation of promotional materials.

16. Complaints. All complaints from residents or District shall be answered by Dixie Waste in a courteous manner before the end of the next business day after Dixie Waste's receipt thereof. When a complaint is received on the day preceding a holiday or a Saturday, it shall be addressed by Dixie Waste on the next working day. Dixie Waste shall provide District with a monthly written summary of all complaints, showing the date and time when the complaint was received, the name and address of the complainant, the nature of the complaint, the date and time when it was addressed by Dixie Waste and the manner of resolution. Such records shall be available for inspection by District at all times during regular business hours. District shall

determine on a case-by-case basis whether a breach, as defined in paragraph 26 of this agreement has occurred, and, in the event thereof, District may proceed in the manner provided in paragraphs 26 and 27 hereof.

17. Dixie Waste Personnel. With respect to personnel, Dixie Waste hereby agrees that:

- (a) Dixie Waste employees shall be citizens or legal residents of the United States, and that Dixie Waste shall fully comply with the Federal Immigration and Nationality Act.
- (b) Dixie Waste employees shall wear clean uniforms bearing both the name of Dixie Waste and the employee.
- (c) District shall have the right to request the removal of any Dixie Waste employee who violates any provision hereof, or who engages in offensive or outrageous behavior towards the general public during the performance of his employment.
- (d) Dixie Waste shall provide adequate operating and safety training for all employees. Dixie Waste's office should be staffed at all times with at least one employee who is trained in first aid. At least one employee of each collection crew shall be trained in first aid and each vehicle shall be equipped with a first aid kit.
- (e) Each employee shall receive wages equal to or exceeding the minimum hourly wage established by local, state or federal regulations.
- (f) Each employee shall, at all times, carry a valid operator's license for the type of vehicle he/she is driving.
- (g) No employee of Dixie Waste shall be deemed to be an employee of District or Washington County.
- (h) No person shall be denied employment by Dixie Waste for reasons of race, creed, religion or sex.

18. Determination of Overall Residential Recycling Participation Rate and Rate of Compensation. District and Dixie Waste acknowledge and agree that the rate of compensation to be paid to Dixie Waste for services provided under this agreement shall be based on the overall residential recycling participation rate, as defined herein, which shall be calculated at the start of the program and at the end of each quarter, in accordance with the following:

- (a) each municipality within the District shall make an irrevocable determination whether it shall be a participant in the curbside residential recycling collection program described herein.

- (b) each municipality that elects to participate in the curbside residential recycling collection program shall, by ordinance, specify:
  - (i) whether curbside residential recycling shall be mandatory for each residence within its municipal limits, or
  - (ii) rules and regulations pursuant to which residences shall have a period of 60 days in which to opt out of curbside residential recycling.
- (c) each participating municipality shall, on or before November 1, 2015, calculate its residential recycling participation rate and report said rate to the District so that the District shall be able to determine the initial overall residential recycling participation rate and the corresponding rate of compensation to be paid to Dixie Waste during the first quarter for which collection services are supplied by Dixie Waste.
- (d) at the end of each month during which curbside residential recycling collection services are supplied by Dixie Waste, each participating municipality within the District shall jointly determine with District and Dixie Waste:
  - (i) the total number of residences or residential units within said municipality for the month just ending, and
  - (ii) the number of residences or residential units within said municipality which received curbside residential recycling collection service or to which such service was made available during the month just ending, and which are therefore subject to billing for said service.
- (e) at the end of each quarter, District shall determine the average overall residential recycling participation rate for the quarter just ending.
- (f) at the start of the program and during any subsequent quarter, the District shall pay Dixie Waste for collection services in accordance with the following scale or schedule:
  - (i) \$2.94 per month for each participating residence if the initial or average overall residential recycling participation rate for the preceding quarter is 70% or higher.
  - (ii) \$3.62 per month for each residence in any municipality which requires mandatory participation if the average overall residential recycling participation rate for the preceding quarter is 50%-70%.



- (iii) \$3.82 per month for each residence in any municipality which adopts an opt-out program if the average overall residential recycling participation rate for the preceding quarter is 50-70%.
- (g) Notwithstanding the provisions of subparagraph (f) above, in the event that the overall residential participation rate reaches a level of 70% or higher, the rate of compensation to be paid to Dixie Waste shall not thereafter be adjusted upwards unless or until such time that the average overall residential recycling participation rate for the preceding quarter drops to a level of 65% or lower.
- (h) any objection to the determination of the overall residential recycling participation rate or rate of payment not made in writing within 30 days of the date of such determination or date of payment shall be deemed waived.

19. Billing, Collection, Payment: The parties acknowledge and agree that billing, collection and payment for curbside residential recycling collection services shall be accomplished in accordance with the following:

- (a) each municipality within the District shall on a monthly basis jointly determine with District and Dixie Waste the number of residences or residential units within said municipality which receive curbside residential recycling collection service and are therefore subject to billing for said service, and report that number to District.
- (b) District shall confirm with each municipality the applicable billing rate based on the quarterly overall residential participation rate.
- (c) each municipality within the District shall be responsible to bill and collect monthly fees at the billing rate specified by District from all residences or residential units receiving curbside residential recycling collection service within said municipality, and shall forward the total amount of said fees to District by the 15<sup>th</sup> day of the month following the month during which services were rendered.
- (d) by the 26<sup>th</sup> day of the month following the month during which services were rendered, District shall pay Dixie Waste the applicable monthly fee for all residences or residential units receiving curbside residential recycling collection service.

20. Fuel Recovery Fee. In addition to the compensation paid pursuant to paragraphs 18 and 19, District shall pay to Dixie Waste a fuel recovery fee ("FRF") in accordance with the following:

- (a) the FRF shall be calculated and paid on a monthly basis.
- (b) the FRF shall be based on:

- (i) the number of gallons of fuel actually used by Dixie Waste in performing the work specified in paragraphs 3 and 11, and
- (ii) the price actually paid by Dixie Waste for such fuel.
- (c) the FRF shall apply for any month during which the average cost of fuel actually paid by Dixie Waste exceeds a base price of \$4.00 per gallon for any calendar year that this agreement remains in effect.
- (d) for any month during which the average cost of fuel paid by Dixie Waste exceeds the base price, as defined in subparagraph (c) above, District shall pay to Dixie Waste an amount equal to eighty percent (80%) of the amount paid by Dixie Waste above said base price.
- (e) Dixie Waste shall be required to submit on a monthly basis to District copies of invoices and any other documentation reasonably required by District for the purpose of calculating any FRF.

21. Compensation Adjustment. It is understood and specifically agreed by the parties that the compensation to be paid to Dixie Waste by District pursuant to paragraphs 18 and 20 of this agreement shall remain fixed throughout the term of this agreement at the rates specified therein. Nevertheless, upon written request by Dixie Waste, the rate of compensation shall be reviewed by District, and, in the sole discretion of District, may be adjusted to reflect extraordinary and unforeseeable conditions or circumstances arising after the effective date of this agreement.

22. Binding Effect; Start Up of Services; Term. This agreement shall become binding immediately upon execution by the parties. Unless otherwise agreed in writing by the parties, Dixie Waste shall commence providing the services described herein on January 1, 2016 and shall continue said services until the date of expiration on December 31, 2020, unless sooner terminated as provided herein.

23. Bonding. Within ten (10) days of the date of execution of this agreement, Dixie Waste shall deliver or cause to be delivered to District the following bonding:

- (a) A performance bond in the penal sum of \$250,000 guaranteeing the faithful performance of this agreement, executed by a surety company licensed to do business in the State of Utah, indemnifying District against loss resulting from any failure of performance by Dixie Waste not exceeding the amount of the performance bond.
- (b) A payment bond in the sum of \$250,000 executed by a surety company licensed to do business in the State of Utah, guaranteeing payment of wages to all employees of Dixie Waste and the cost of all supplies, materials, and insurance premiums required in fulfilling this agreement.



24. Indemnification. It is understood and agreed that this agreement is not a contract of employment in the sense that the relation of master and servant exists between District and Dixie Waste or between District and any of Dixie Waste's employees. Dixie Waste shall at all times be deemed to be an independent contractor. Dixie Waste is not authorized to bind District to any contract or obligation, and District shall not be liable for any act of Dixie Waste or its employees in connection with the collection and disposal of residential recyclable materials. Dixie Waste agrees to indemnify, save harmless and exempt District and Washington County, their officers, agents, servants and employees, as well as those municipalities which have contracted with District, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, expenses and attorney's fees arising from Dixie Waste's performance or non-performance of the obligations contained in this agreement, including but not limited to intentional or negligent acts or omissions of Dixie Waste, its employees and agents.

25. Insurance. At all times during the term of this agreement, Dixie Waste shall maintain in full force and effect Worker's Compensation, Employee's Liability, Bodily Injury Liability (except automobile), Property Damage Liability (except automobile) and Automobile Bodily Injury Liability insurance. All insurance shall be by insurers acceptable to District, and, before commencement of work hereunder and at least every two (2) years thereafter, Dixie Waste shall furnish District with certificates of insurance, or other evidence satisfactory to District, that such insurance has been procured and is in force at or above the Utah Governmental Immunity Act liability caps then in effect, as set forth in Section 63G-7-604, Utah Code Annotated, 1953, as amended, or its successors. Such certificates shall also contain the following express obligation:

This is to certify that the policies of insurance described herein have been issued to the insured for whom this certificate is executed and are in force at this time. In the event of cancellation or material change in policy affecting the certificate holder, thirty (30) days prior written notice will be given to the certificate holder.

District shall be the certificate holder.

26. Breaches; Remedies; Termination. The parties hereto agree that all terms and conditions of this agreement are considered material, and failure to perform any of said terms and conditions on the part of either party shall be considered a breach or violation. Any breach or violation by Dixie Waste shall be classified as either minor or major, and, in addition to any other remedy that may be allowed by law or equity, shall give rise to the following rights and remedies:

- (a) In the event of a minor breach or violation by Dixie Waste, District may deduct as liquidated damages from any payments due or to become due to Dixie Waste the sum of fifty dollars (\$50) for each such breach or violation, per residence or per occurrence, for each day that such breach or violation shall continue. For purposes of this paragraph, a minor breach shall include any breach or violation of the provisions of this agreement not specified in subparagraph (b) below.

- (b) In the event of a major breach or violation by either party, the party in breach or violation shall be liable to the other party for all damages caused by or resulting from said breach, including all court costs and attorney fees. In addition, in the event of a major breach or violation by Dixie Waste, District shall have the right to terminate this agreement by sending to Dixie Waste thirty (30) days written notice of the election to terminate this agreement. At the expiration of said thirty (30) day period, this agreement shall automatically and without further notice be terminated, and all liability of the District under this agreement to Dixie Waste shall cease, and District shall be free to contract with any other person or entity for the services described in this agreement. Any subsequent agreement entered into by District and any other contractor shall not release Dixie Waste from any liability to District for damages resulting from such breach or violation.

For purposes of this subparagraph (b), a major breach shall include the following:

- (i) failure by Dixie Waste to provide curbside recycling collection service in accordance with paragraph 3 to twenty-five or more consecutive residences for a period in excess of five (5) consecutive, scheduled working days, provided that such failure is not due to war, insurrection, riot, act of God, or any other reason caused by an event beyond the reasonable control of Dixie Waste; or
- (ii) failure by Dixie Waste more than three (3) times per quarter to provide curbside recycling collection service in accordance with paragraph 3 to more than five (5) but fewer than twenty-five (25) consecutive residences by 10:00 p.m. of the day following the regularly scheduled day for collection; or
- (iii) failure by Dixie Waste to deliver recyclable materials to an approved recycling processor in accordance with paragraph 11; or
- (iv) failure by Dixie Waste to remedy or correct, within thirty (30) days after receipt of written notice from District, any continuing minor breach or combination of minor breaches which, in the judgment of District, significantly impairs or defeats the purposes of this agreement.

27. Claim for Liquidated Damages; Waiver; Hearing. Any claim by District for liquidated damages under paragraph 29 shall be processed as follows:

- (a) Any claim by District for liquidated damages shall be made within forty-five (45) days of the date of occurrence of the event or events giving rise to such claim by sending written notice thereof to Dixie Waste, stating the date, place and nature of the event or events giving rise to such claim and itemizing the amount of damages claimed. Any claim not asserted within forty-five (45) days shall be deemed waived.

- (b) In the event that District makes a claim for damages as provided in the immediately preceding subparagraph, Dixie Waste shall be deemed to have consented and acquiesced to a deduction in compensation for the amount of damages thus claimed unless it sends written notice to District within ten (10) days of the date of receipt of the District's claim, stating Dixie Waste's objection to the claim for damages and the reasons therefor, and requesting a hearing before the District's Administrative Control Board.
- (c) In the event that Dixie Waste does not send written notice of its objection or request for hearing to District as provided in subparagraph (b) above, District shall be authorized to deduct from Dixie Waste's compensation the amount of damages so claimed.
- (d) In the event that Dixie Waste requests a hearing pursuant to subparagraph (b) above, Dixie Waste shall be notified of the date, time and place of said hearing and shall be given an opportunity to appear and be heard. At the conclusion of said hearing, the District Administrative Control Board shall determine the amount of damages, if any, to be deducted from Dixie Waste's compensation.

28. Compliance with Laws. Dixie Waste shall conduct operations under this agreement in compliance with all applicable local, state and federal laws.

29. Sale, Assignment, Subcontract or Other Transfer. Neither this agreement nor any right, duty or liability hereunder shall be sold, assigned, subcontracted, or otherwise transferred or conveyed in any manner whatsoever by Dixie Waste, either in whole or in part, nor shall any right, title or interest herein, either legal or equitable, pass to or vest in any person or entity other than the entities named herein, without the prior written consent of District.

30. Bankruptcy. In the event of a filing by or in behalf of Dixie Waste of a voluntary or involuntary petition for bankruptcy, District shall have the right, at its option, to terminate this agreement.

31. Modification. This agreement constitutes the full and complete understanding and agreement between the parties hereto, and it shall not be considered modified, altered changed, or amended in any respect unless in writing and signed by the parties hereto.

32. Right to Require Performance. The failure of District at any time to require performance by Dixie Waste of any provision hereof shall in no way affect the right of District thereafter to enforce same. Nor shall waiver by District of any breach of any provisions hereof be taken or held to be a waiver of any succeeding breach of such provisions itself.

33. Illegal Provisions. In the event that any provision of this agreement shall be declared illegal, void or unenforceable, the other provisions shall not be affected and shall remain in full force and effect.

34. In the event of any conflict between the Request for Proposals for Recycling Collection Services and this agreement, this agreement shall prevail.

35. Notice. A letter addressed and sent by certified United States mail to either party at its business address shown below shall be sufficient notice whenever required for a purpose in this agreement.

Address of District: 325 North Landfill Road  
Washington, UT 84780

Address of Dixie Waste: 605 North 1300 East  
St. George, Utah 84770

36. Court Costs and Attorney's Fees. In the event of a breach of any term or conditions of this agreement, the party in breach shall be liable to the other party for all damages, fees, costs and expenses incurred as a result of said breach, including all costs of court and a reasonable attorney's fee incurred as a result of the commencement or maintenance of any legal action to enforce the terms and conditions of this agreement.

37. Judicial Interpretation. In the event that any term or provision of this agreement is submitted to a court for judicial interpretation, the parties hereto agree that such court shall not apply a presumption that said term or provision shall be more strictly construed against the party who prepared the document containing said term or provision, resulting from the rule of construction that a document or its contents is to be construed more strictly against the person who himself or through his agent prepared the same.

38. Governing Law. This agreement shall be governed by and construed in accordance with the laws of the State of Utah.

39. Notwithstanding any provision herein to the contrary, this agreement shall be cancelled and shall become null and void if the initial overall residential recycling participation rate referred to in paragraph 18(c) is less than 50%.

IN WITNESS WHEREOF, District and Dixie Waste have executed this agreement on the day and year first above written.

WASHINGTON COUNTY SPECIAL  
SERVICE DISTRICT NO. 1:

\_\_\_\_\_  
Michael Heaton, Chairman

ATTEST:

(Seal)

\_\_\_\_\_  
Ruth Whitaker, Secretary

On the \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me MICHAEL HEATON and RUTH WHITAKER, who being by me duly sworn did say, each for himself or herself, that the said MICHAEL HEATON is Chairman and that the said RUTH WHITAKER is Secretary of Washington County Special Service District No. 1, and that the within and foregoing Curbside Residential Recycling Collection Agreement was signed on behalf of said District by authority of a Resolution of its Administrative Control Board, and that said MICHAEL HEATON and RUTH WHITAKER each duly acknowledged to me that he or she has executed the same pursuant to said Resolution.

\_\_\_\_\_  
Notary Public

DIXE WASTE SERVICES, INC.

\_\_\_\_\_  
Stacey Hughes, President

(SEAL)  
ATTEST:

\_\_\_\_\_  
Kathleen Peterson, Secretary

On the \_\_\_\_ day of \_\_\_\_\_, 2015, personally appeared before me STACEY HUGHES and KATHLEEN PETERSON, who being by me duly sworn did say, each for him/herself, that the said STACEY HUGHES is President and that the said KATHLEEN PETERSON is Secretary of Dixie Waste Services, Inc., and that the within and foregoing Curbside Residential Recycling Collection Agreement was signed in behalf of said corporation by authority of its bylaws and that STACEY HUGHES and KATHLEEN PETERSON each duly acknowledged to me that he/she executed the same on behalf of said corporation and that the seal affixed is the seal of said corporation.

\_\_\_\_\_  
Notary Public



## Exhibit "A"

### RECYCLABLE MATERIALS

#### METAL CANS, MILK AND JUICE CARTONS

1. Aluminum Cans, Trays & Foil (trays and foil must be cleaned)
2. Aseptic Packaging & Gable Top Containers (milk and juice cartons)
3. Steel Cans
4. Tin Cans

**PLASTICS:** (The numbers below are found in chasing arrows on the bottom of the plastic container)

1. #1 PETE Soda, Water, & Flavored Beverage Bottles (#1 clear and all colored)
2. #2 HDPE Milk & Juice Jugs (clear)
3. #2 HDPE Detergent & Fabric Softener Containers (colored)
4. #3 PVC Narrow Neck Containers Only (health & beauty aid products, household cleaners)
5. #4 LDPE Grocery Containers (margarine tubs, frozen dessert cups, six and twelve pack rings)
6. #5 PP Grocery Containers (yogurt cups and narrow neck syrup and ketchup bottles)
7. #6 PS clean Styrofoam without any food waste
8. #7 Plastic Narrow Neck Containers Only
9. Plastic buckets, such as kitty litter buckets (5 gallon maximum size and no metal handle)

Note: If the number in the chasing arrow on the container is #1, #2, #3, #4, #5, #6, or #7 and it meets the criteria outlined below in section D. Other Container Criteria, the container may be recycled

#### ACCEPTED RESIDENTIAL PAPER FIBER LIST:

1. Newspaper, including inserts (remove plastic sleeves)
2. Cardboard (No Waxed Cardboard)
3. Kraft (brown paper) bags
4. Magazines, Catalogs, & Telephone Books
5. Office & Computer paper, notebook, school, & gift wrap (no metal clips, spirals, ring binders)
6. Chipboard (cereal, cake & food, gift boxes, etc.)
7. Carrier Stock (soda, beer can carrying cases)
8. Junk Mail & Envelopes (no plastic cards, stick on labels)
9. Paperback and Hard Cover Books
10. Empty pizza boxes

#### OTHER CONTAINER CRITERIA:

1. All containers are to be empty
2. No motor oil, insecticide, herbicide or hazardous chemical containers
3. No plastic bags (return to grocery or department store)
4. No plastic film (no plastic sheets, tarps, or wrap)

**Exhibit "B"**  
**RECYCLABLE MATERIALS**

**METAL CANS, MILK AND JUICE CARTONS**

5. Aluminum Cans, Trays & Foil (trays and foil must be cleaned)
6. Aseptic Packaging & Gable Top Containers (milk and juice cartons)
7. Steel Cans
8. Tin Cans

**PLASTICS:** (The numbers below are found in chasing arrows on the bottom of the plastic container)

10. #1 PETE Soda, Water, & Flavored Beverage Bottles (#1 clear and all colored)
11. #2 HDPE Milk & Juice Jugs (clear)
12. #2 HDPE Detergent & Fabric Softener Containers (colored)
13. #3 PVC Narrow Neck Containers Only (health & beauty aid products, household cleaners)
14. #4 LDPE Grocery Containers (margarine tubs, frozen dessert cups, six and twelve pack rings)
15. #5 PP Grocery Containers (yogurt cups and narrow neck syrup and ketchup bottles)
16. #6 PS clean Styrofoam without any food waste
17. #7 Plastic Narrow Neck Containers Only
18. Plastic buckets, such as kitty litter buckets (5 gallon maximum size and no metal handle)

Note: If the number in the chasing arrow on the container is #1, #2, #3, #4, #5, #6, or #7 and it meets the criteria outlined below in section **D. Other Container Criteria**, the container may be recycled

**ACCEPTED RESIDENTIAL PAPER FIBER LIST:**

11. Newspaper, including inserts (remove plastic sleeves)
12. Cardboard (No Waxed Cardboard)
13. Kraft (brown paper) bags
14. Magazines, Catalogs, & Telephone Books
15. Office & Computer paper, notebook, school, & gift wrap (no metal clips, spirals, ring binders)
16. Chipboard (cereal, cake & food, gift boxes, etc.)
17. Carrier Stock (soda, beer can carrying cases)
18. Junk Mail & Envelopes (no plastic cards, stick on labels)



19. Paperback and Hard Cover Books

20. Empty pizza boxes

**OTHER CONTAINER CRITERIA:**

5. All containers are to be empty
6. No motor oil, insecticide, herbicide or hazardous chemical containers
7. No plastic bags (return to grocery or department store)
8. No plastic film (no plastic sheets, tarps, or wrap)

**Town of Leeds**  
**RESOLUTION 2015-07**

**RESOLUTION 2015-07 OF THE TOWN COUNCIL OF LEEDS, UTAH, ESTABLISHING  
CURBSIDE RESIDENTIAL RECYCLING COLLECTION SERVICE AGREEMENTS BETWEEN  
WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1 AND DIXIE WASTE SERVICES, AND  
BETWEEN WASHINGTON COUNTY SPECIAL SERVICE DISTRICT NO. 1 AND THE TOWN OF LEEDS**

**WHEREAS**, Washington County Special Service District No. 1 was duly created by resolution of the Washington County Commission for the purpose of developing and implementing a system for the collection and disposal of solid waste generated within the boundaries of said District; and

**WHEREAS**, the incorporated area of Leeds, Utah is located within the boundaries of said District; and

**WHEREAS**, said District and Leeds have entered into a written Agreement dated September 9, 2015 governing collection and disposal of residential recyclable waste generated within the boundaries of Leeds for the period of January 1, 2016 through December 31, 2020; and

**WHEREAS**, said Leeds Town Council desires to establish rules and regulations, including monthly fees, pertaining to collection and disposal of residential recyclable waste generated within its boundaries; and

**WHEREAS**, said Town Council now deems it necessary and desirable for the preservation and protection of the general health, safety and welfare of the residents of Leeds, Utah,

**NOW THEREFORE, BE IT HEREBY ORDAINED by the Mayor and Town Council of Leeds Town, State of Utah, as follows:**

1. Approval of Curbside Residential Recycling Collection Agreement between Washington County Special Service District No. 1 and Dixie Waste Services, and
2. Authorization of the execution of an Agreement between Washington County Special Service District No. 1 and the Town of Leeds,

**RESOLUTION 2015-07 WAS ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LEEDS, WASHINGTON COUNTY, STATE OF UTAH, ON THE \_\_\_\_\_ DAY OF \_\_\_\_\_, 2015.**

**ROLL CALL VOTE:**

	Yea	Nay	Abstain	Absent
MAYOR: WAYNE PETERSON	_____	_____	_____	_____
COUNCILMEMBER: ANGELA ROHR	_____	_____	_____	_____
COUNCILMEMBER: RON CUNDICK	_____	_____	_____	_____
COUNCILMEMBER: JOE ALLEN	_____	_____	_____	_____
COUNCILMEMBER: NATE BLAKE	_____	_____	_____	_____

Signed: \_\_\_\_\_  
Mayor, Wayne Peterson

Attest: \_\_\_\_\_  
Deputy Clerk/Recorder, Kristi Barker

**TOWN OF LEEDS  
RESOLUTION 2015-07**

**AGREEMENT  
FOR  
CURBSIDE RESIDENTIAL RECYCLING COLLECTION SERVICES**

This Agreement for Curbside Residential Recycling Collection Services is made and entered into on this 9th day of September, 2015, by and between Washington County Special Service District No. 1, a special service district organized under the laws of the State of Utah, hereinafter referred to as "District", and the Town of Leeds, a municipal corporation of the State of Utah, hereinafter referred to as "Leeds."

Recitals:

- A. District was duly created by resolution of the Washington County Commission for the purpose of establishing and implementing a system for collection and disposal of solid waste within all municipalities and the unincorporated area of Washington County, Utah.
- B. District currently provides curbside residential solid waste collection services to Leeds and other municipalities within Washington County in accordance with the terms and conditions of "Residential Waste Collection Agreement" dated November 25, 2009 between said District and Allied Waste Transportation, Inc., (now known as Republic Waste Services, Inc.).
- C. Said Residential Waste Collection Agreement with Republic Waste Services, Inc. (hereafter "Republic Waste") does not provide for collection of recyclable materials produced by homes or other use of residential property.
- D. District believes that instituting a program for the county-wide collection of recyclable materials produced by homes or other use of residential property is necessary and desirable for the conservation of landfill space, as well as for the protection of the environment and conservation of resources.
- E. As a result, District proposes to enter into "Curbside Residential Recycling Collection Agreement" with Dixie Waste Services, Inc., (hereafter "Dixie Waste") pursuant to which curbside residential recycling collection services will be made available to all residences within any municipality that desires to participate in and utilize said curbside residential recycling collection services.
- F. Leeds desires to make available for the use and benefit of its residents the curbside residential recycling collection services described in said proposed agreement between District and Dixie Waste, subject to the terms and conditions contained herein.
- G. The parties hereto desire to enter into this Agreement for Curbside Residential Recycling Collection Service, stating in writing the terms and conditions of their agreement with respect to this matter.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and obligations contained herein, the parties hereto acknowledge, covenant and agree as follows:

1. Acknowledgement of Receipt of Agreement. Leeds hereby acknowledges receipt of a copy of the proposed Curbside Residential Recycling Collection Agreement between District and Dixie Waste, a copy of which is attached hereto as Exhibit "A" and incorporated herein as if fully set forth.

2. Election to Participate. Leeds hereby elects to participate in the curbside residential recycling collection program described in said Exhibit "A" and, further, consents to and agrees to be bound by all terms and conditions contained therein.

3. Provision of Services. District hereby agrees that it shall, through Dixie Waste, provide to all residences or residential units with the Town of Leeds the curbside residential recycling collection services described in Exhibit "A", subject to the provisions of this agreement.

4. Meaning of Words and Phrases. Unless the context of this agreement requires otherwise, all words and phrases used herein shall have those meanings specified in said Exhibit "A".

5. Mandatory or Opt-Out; Adoption of Ordinance. At the time of execution of this agreement, Leeds shall by ordinance:

(a) make a final determination as to whether curbside residential recycling collection service shall be mandatory for all residences or residential units within its corporate limits, or whether residences shall be given an opportunity to opt-out of curbside residential recycling collection service described in Exhibit "A", and

(b) approve and adopt reasonable rules, regulations and procedures to implement and enforce such determination.

6. Billing, Collection and Payment of Monthly Fee. Leeds shall establish by ordinance, and shall be responsible for the billing, collection and payment to District of, the applicable monthly fee specified in paragraph 18 of Exhibit "A" for:

(a) all residences within the town if mandatory participation in the curbside residential recycling collection program is required, or

(b) all residences within the town that have not opted out of curbside residential recycling collection service in accordance with city's opt-out rules, regulations and procedures.

7. Recycling Containers. District shall be responsible for the purchase, storage, assembly, maintenance, delivery and retrieval of residential recycling containers to each participating residence or residential unit within Leeds.

8. Imposition of Lien. The parties further agree that in appropriate cases, as mutually determined by the parties, the District will, to the extent permitted by Utah law, assist Leeds in the collection of delinquent accounts through placement by District of a lien on the delinquent premises pursuant to the District's lien power provided for in Section 17B-1-902, Utah Code Annotated, 1953, as amended; provided, however, that in such cases Leeds shall not be relieved from its obligation to pay to District the amount of the monthly fee pending enforcement of the lien, the proceeds from which shall be used to reimburse City for any amounts paid.

9. Number of Residences. The parties hereto agree that for purposes of billing, collection and payment by Leeds to District of the curbside residential recycling collection fee specified in paragraph 6 above, Leeds shall be responsible to submit to District on a monthly basis an accurate house count of all residences subject to said billing and payment of monthly fees for curbside residential recycling collection service. Any discrepancy in the number of such residences, as reported by Leeds, and the number of residences within Leeds receiving residential collection services from Dixie Waste, shall be promptly investigated and resolved by mutual agreement of the parties.

10. Delinquencies. Payment of the monthly residential fee by Leeds to District pursuant to paragraph 6 hereof shall be made on a monthly basis and shall be due and payable on the 25th day of the month following the month in which services were rendered. Any amounts not paid by Leeds by the 25th day of the month following the month in which services were rendered shall be deemed delinquent and shall bear interest at the rate of ten (10) percent per annum until paid in full.

11. Exclusivity of Contract. The parties hereto agree that District shall be the only entity engaged by Leeds to provide curbside residential recycling collection services within the city limits throughout the term of this agreement.

12. Maintenance of Streets. Leeds agrees to maintain all streets, roads or roadways under its control in such a manner so as to allow District and Dixie Waste reasonable access for curbside residential recycling collection purposes.

13. Binding Effect and Term. This agreement shall become a binding obligation of the parties immediately upon execution by both parties. The term of this agreement shall be for a period of five (5) years, beginning on January 1, 2016 and ending on December 31, 2020.

14. Notice of Breach or Demand for Performance. It is agreed between the parties that no claim will be made for breach of this agreement unless thirty (30) days written notice of the breach, and demand for performance, is sent to the other party. The notice of breach under this paragraph must specify the details of the claimed breach, while the demand for performance must specify the details relative to the demanded performance.

15. Breach; Default. Failure by either party to comply with any covenant, obligation or term contained in this agreement, including the payment of the curbside residential recycling

collection monthly fee as provided in paragraph 6 hereof, for a period of thirty (30) days after receipt of notice of breach and demand for performance from the other party shall be deemed a material and substantial breach of the terms of this agreement and shall constitute a default under the terms hereof.

16. Remedies Upon Default. Upon the occurrence of default by either party, the party not in default shall have the right to: (a) suspend all services to be performed under this agreement until such time that such default is remedied, (b) terminate the agreement by sending thirty days written notice to the party in default of such election to terminate, (c) pursue any other remedy that may be available at law or equity to enforce compliance with the terms of this agreement, (d) require payment of all damages suffered by reason of the other party's default, including costs of court and a reasonable attorney fees, or pursue any combination of remedies listed in (a) through (d) above.

17. Successors and Assigns. This agreement shall inure to the benefit of the successors and assigns of the respective parties.

18. Time Essence. It is understood and agreed by the parties that time is of the essence of this agreement.

19. Integration. It is understood and agreed by the parties that this agreement embodies the whole agreement of the parties, and that all prior negotiations, conditions and oral representations have been incorporated herein.

20. Modification of Agreement. The parties hereto agree that this agreement may not be modified orally, but shall be modified only in writing, signed by the party against whom enforcement of such modification is sought.

21. Effect on Regular Waste Collection. The parties acknowledge and agree that the current agreement between the parties for collection of residential and commercial waste within the corporate limits of Leeds pursuant to the Residential Waste Collection Agreement between District and Republic Waste Services shall remain in full force and effect according to its terms and shall not be affected by this agreement.

22. Cancellation of Agreement. Notwithstanding any provision contained herein to the contrary, in the event that the overall residential participation rate is less than 50% as of November 1, 2015, this agreement shall automatically be cancelled and shall become null and void.

IN WITNESS WHEREOF, the parties hereto have executed this agreement on the date first above written.

WASHINGTON COUNTY SPECIAL  
SERVICE DISTRICT NO. 1:

---

Michael Heaton, Chairman



Attest:

---

Ruth Whitaker, Secretary

TOWN OF LEEDS:

---

Wayne Peterson, Mayor

Attest:

---

Kristi Barker, Town Deputy Recorder

**COUNTY RESOURCE MANAGEMENT PLANNING**

The Public Lands Policy Coordinating Office has been tasked with coordinating and assisting the Counties of Utah in developing Resource Management Plans for the lands and resources within a county's boundaries.

The resource management plans shall be centered on the following core resources:

(A) energy; (B) air; and (C) water;

And contain detailed plans regarding:

(A) mining;	(P) wildlife;
(B) land use;	(Q) fisheries;
(C) livestock and grazing;	(R) recreation and tourism;
(D) irrigation;	(S) energy resources;
(E) agriculture;	(T) mineral resources;
(F) fire management;	(U) cultural, historical, geological, and
(G) noxious weeds;	paleontological resources;
(H) forest management;	(V) wilderness;
(I) water rights;	(W) wild and scenic rivers;
(J) ditches and canals;	(X) threatened, endangered, and sensitive
(K) water quality and hydrology;	species;
(L) flood plains and river terraces;	(Y) land access;
(M) wetlands;	(Z) law enforcement; and
(N) riparian areas;	(AA) economic considerations.
(O) predator control;	

Of the 27 aforementioned core resources, a county's resource management plan *shall*:

- Establish any relevant findings pertaining to the item
- Establish clearly defined objectives
- Outline general policies and guidelines on how the objectives described are to be accomplished

Any county may request a state entity provide relevant information. The state entity *shall* provide the county with:

- Information requested unless prohibited by GRAMA
- Any other technical assistance or advice

The Public Lands Policy Coordinating Office is creating Resource Teams to assist Counties in acquiring best science and data from Universities, Private Enterprise and qualified individuals.

- PLPCO will work with experts across the state to provide counties with best available science, data and management practices for the 27 core resources.

**County commissions *shall*:**

Identify any common interests the county shares with any other proximate county with regards to the elements of the resource management plan

Coordinate with the other proximate county to establish, to the greatest extent possible, consistent objectives and policies with regards to the common interests identified

**A county *shall* cooperate with the PLPCO office or an entity procured by the office**

**County RMPs are due before July 1, 2016**

**PLPCO ADMINISTRATIVE RESPONSIBILITIES****The office *shall*:**

- Assist each county with the creation of the county's resource management plan by:
  - Consulting with the county on policy and legal issues
  - Helping the county ensure the plan meets the requirements
  - Facilitation coordination between counties
- Promote consistent quality standards among all counties' resource management plans
- Calculate the estimated cost of providing the services described

**The office *shall* obtain a copy of each county's resource management plan and create a statewide resource management plan that meets the same requirements and, to the greatest extent possible coordinates and is consistent with any resource management plan or land use plan established under Chapter 8, State of Utah Resource Management Plan for Federal Lands**

**To the extent the Legislature appropriates sufficient funding, the office *shall* provide legal support to a county that becomes involved in litigation with the federal government over the requirements of HB 323.**

## 27 NAMED RESOURCES

Mining  
Land Use  
Livestock and Grazing  
Irrigation  
Agriculture  
Fire Management  
Noxious Weeds  
Forest Management  
Water Rights  
Ditches and Canals  
Water Quality and Hydrology  
Flood Plains and River Terraces  
Wetlands  
Riparian Areas  
Predator Control  
Wildlife  
Fisheries  
Recreation and Tourism  
Energy Resources  
Mineral Resources  
Cultural, Historical, Geological, and Paleontological Resources  
Wilderness  
Wild and Scenic Rivers  
Threatened, Endangered, and Sensitive Species  
Land Access  
Law Enforcement

## CENTERED ON

Air Quality  
Water Quality  
Energy

**RESOURCE MANAGEMENT PLANNING BY LOCAL  
GOVERNMENTS**

2015 GENERAL SESSION

STATE OF UTAH

**Chief Sponsor: Keven J. Stratton**

Senate Sponsor: Ralph Okerlund

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**LONG TITLE**

**General Description:**

This bill requires a county to develop a resource management plan.

**Highlighted Provisions:**

This bill:

- requires a county to develop a resource management plan as a part of the county's general plan;
- establishes content requirements for a county's resource management plan;
- requires the state to provide information and technical assistance to a county;
- requires a county planning commission to coordinate with other counties;
- establishes a county's general plan as a basis for coordinating with the federal government;
- establishes administrative duties of the Public Lands Policy Coordinating Office with regard to county resource management plans; and
- makes technical and conforming changes.

**Money Appropriated in this Bill:**

None

**Other Special Clauses:**

None

**Utah Code Sections Affected:**

**AMENDS:**

**17-27a-401**, as renumbered and amended by Laws of Utah 2005, Chapter 254

17-27a-403, as last amended by Laws of Utah 2014, Chapter 176

17-27a-404, as last amended by Laws of Utah 2010, Chapter 90

17-27a-405, as enacted by Laws of Utah 2005, Chapter 254

17-27a-409, as renumbered and amended by Laws of Utah 2005, Chapter 254

17-34-6, as last amended by Laws of Utah 2005, Chapter 254

ENACTS:

63J-4-607, Utah Code Annotated 1953

REPEALS AND REENACTS:

17-27a-402, as last amended by Laws of Utah 2008, Chapter 382

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*Be it enacted by the Legislature of the state of Utah:*

Section 1. Section 17-27a-401 is amended to read:

**17-27a-401. General plan required -- Content -- Resource management plan --  
Provisions related to radioactive waste facility.**

(1) ~~[In order to]~~ To accomplish the purposes of this chapter, each county shall prepare and adopt a comprehensive, long-range general plan ~~[for]~~:

(a) ~~for~~ present and future needs of the county; ~~and]~~

(b) ~~for~~ growth and development of all or any part of the land within the unincorporated portions of the county~~[-]; and~~

(c) as a basis for communicating and coordinating with the federal government on land and resource management issues.

(2) The general plan may provide for:

(a) health, general welfare, safety, energy conservation, transportation, prosperity, civic activities, aesthetics, and recreational, educational, and cultural opportunities;

(b) the reduction of the waste of physical, financial, or human resources that result from either excessive congestion or excessive scattering of population;

(c) the efficient and economical use, conservation, and production of the supply of:

(i) food and water; and



- 58 (ii) drainage, sanitary, and other facilities and resources;
- 59 (d) the use of energy conservation and solar and renewable energy resources;
- 60 (e) the protection of urban development;
- 61 (f) the protection or promotion of moderate income housing;
- 62 (g) the protection and promotion of air quality;
- 63 (h) historic preservation;
- 64 (i) identifying future uses of land that are likely to require an expansion or significant
- 65 modification of services or facilities provided by each affected entity; and
- 66 (j) an official map.

67 (3) (a) The general plan shall contain a resource management plan to provide for the  
68 protection, conservation, development, and managed use of resources that are critical to the  
69 health, safety, and welfare of the citizens of the county and of the state.

70 (b) The resource management plan shall:

71 (i) be centered on the following core resources:

72 (A) energy;

73 (B) air; and

74 (C) water; and

75 (ii) contain detailed plans regarding:

76 (A) mining;

77 (B) land use;

78 (C) livestock and grazing;

79 (D) irrigation;

80 (E) agriculture;

81 (F) fire management;

82 (G) noxious weeds;

83 (H) forest management;

84 (I) water rights;

85 (J) ditches and canals;

86 (K) water quality and hydrology;

87 (L) flood plains and river terraces;

88 (M) wetlands;

89 (N) riparian areas;

90 (O) predator control;

91 (P) wildlife;

92 (Q) fisheries;

93 (R) recreation and tourism;

94 (S) energy resources;

95 (T) mineral resources;

96 (U) cultural, historical, geological, and paleontological resources;

97 (V) wilderness;

98 (W) wild and scenic rivers;

99 (X) threatened, endangered, and sensitive species;

100 (Y) land access;

101 (Z) law enforcement; and

102 (AA) economic considerations.

103 (c) For each item listed under Subsection (3)(b), a county's resource management plan

104 shall:

105 (i) establish any relevant findings pertaining to the item;

106 (ii) establish clearly defined objectives; and

107 (iii) outline general policies and guidelines on how the objectives described in

108 Subsection (3)(c)(ii) are to be accomplished.

109 ~~[(3)]~~ (4) (a) The general plan shall include specific provisions related to any areas  
110 within, or partially within, the exterior boundaries of the county, or contiguous to the  
111 boundaries of a county, which are proposed for the siting of a storage facility or transfer facility  
112 for the placement of high-level nuclear waste or greater than class C radioactive nuclear waste,  
113 as these wastes are defined in Section 19-3-303. The provisions shall address the effects of the

proposed site upon the health and general welfare of citizens of the state, and shall provide:

(i) the information identified in Section 19-3-305;

(ii) information supported by credible studies that demonstrates that the provisions of Subsection 19-3-307(2) have been satisfied; and

(iii) specific measures to mitigate the effects of high-level nuclear waste and greater than class C radioactive waste and guarantee the health and safety of the citizens of the state.

(b) A county may, in lieu of complying with Subsection ~~[(3)]~~ (4)(a), adopt an ordinance indicating that all proposals for the siting of a storage facility or transfer facility for the placement of high-level nuclear waste or greater than class C radioactive waste wholly or partially within the county are rejected.

(c) A county may adopt the ordinance listed in Subsection ~~[(3)]~~ (4)(b) at any time.

(d) The county shall send a certified copy of the ordinance ~~[under]~~ described in Subsection ~~[(3)]~~ (4)(b) to the executive director of the Department of Environmental Quality by certified mail within 30 days of enactment.

(e) If a county repeals an ordinance adopted ~~[pursuant to]~~ under Subsection ~~[(3)]~~ (4)(b) the county shall:

(i) comply with Subsection ~~[(3)]~~ (4)(a) as soon as reasonably possible; and

(ii) send a certified copy of the repeal to the executive director of the Department of Environmental Quality by certified mail within 30 days after the repeal.

~~[(4)]~~ (5) The general plan may define the county's local customs, local culture, and the components necessary for the county's economic stability.

~~[(5)]~~ (6) Subject to Subsection 17-27a-403(2), the county may determine the comprehensiveness, extent, and format of the general plan.

(7) Nothing in this part may be construed to limit the authority of the state to manage and protect wildlife under Title 23, Wildlife Resources Code of Utah.

Section 2. Section 17-27a-402 is repealed and reenacted to read:

**17-27a-402. Information and technical assistance from the state.**

(1) A county may request that the state, including any agency, department, division,

142 institution, or official of the state, provide the county with information that would assist the  
143 county in creating the county's general plan.

144 (2) The state or an agency, department, division, institution, or official of the state from  
145 which a county has requested information under Subsection (1) shall provide the county with:

146 (a) the information requested by the county, unless providing the information is  
147 prohibited by Title 63G, Chapter 2, Government Records Access and Management Act; and

148 (b) any other technical assistance or advice the county needs with regards to the  
149 county's general plan, without any additional cost to the county.

150 Section 3. Section 17-27a-403 is amended to read:

151 **17-27a-403. Plan preparation.**

152 (1) (a) The planning commission shall provide notice, as provided in Section  
153 17-27a-203, of its intent to make a recommendation to the county legislative body for a general  
154 plan or a comprehensive general plan amendment when the planning commission initiates the  
155 process of preparing its recommendation.

156 (b) The planning commission shall make and recommend to the legislative body a  
157 proposed general plan for the unincorporated area within the county.

158 (c) (i) The plan may include planning for incorporated areas if, in the planning  
159 commission's judgment, they are related to the planning of the unincorporated territory or of  
160 the county as a whole.

161 (ii) Elements of the county plan that address incorporated areas are not an official plan  
162 or part of a municipal plan for any municipality, unless it is recommended by the municipal  
163 planning commission and adopted by the governing body of the municipality.

164 (2) (a) At a minimum, the proposed general plan, with the accompanying maps, charts,  
165 and descriptive and explanatory matter, shall include the planning commission's  
166 recommendations for the following plan elements:

167 (i) a land use element that:

168 (A) designates the long-term goals and the proposed extent, general distribution, and  
169 location of land for housing, business, industry, agriculture, recreation, education, public

buildings and grounds, open space, and other categories of public and private uses of land as appropriate; and

(B) may include a statement of the projections for and standards of population density and building intensity recommended for the various land use categories covered by the plan;

(ii) a transportation and traffic circulation element consisting of the general location and extent of existing and proposed freeways, arterial and collector streets, mass transit, and any other modes of transportation that the planning commission considers appropriate, all correlated with the population projections and the proposed land use element of the general plan; ~~and~~

(iii) an estimate of the need for the development of additional moderate income housing within the unincorporated area of the county, and a plan to provide a realistic opportunity to meet estimated needs for additional moderate income housing if long-term projections for land use and development occur[-]; and

(iv) before July 1, 2016, a resource management plan detailing the findings, objectives, and policies required by Subsection 17-27a-401(3).

(b) In drafting the moderate income housing element, the planning commission:

(i) shall consider the Legislature's determination that counties should facilitate a reasonable opportunity for a variety of housing, including moderate income housing:

(A) to meet the needs of people desiring to live there; and

(B) to allow persons with moderate incomes to benefit from and fully participate in all aspects of neighborhood and community life; and

(ii) may include an analysis of why the recommended means, techniques, or combination of means and techniques provide a realistic opportunity for the development of moderate income housing within the planning horizon, which means or techniques may include a recommendation to:

(A) rezone for densities necessary to assure the production of moderate income housing;

(B) facilitate the rehabilitation or expansion of infrastructure that will encourage the

198 construction of moderate income housing;  
199 (C) encourage the rehabilitation of existing uninhabitable housing stock into moderate  
200 income housing;  
201 (D) consider county general fund subsidies to waive construction related fees that are  
202 otherwise generally imposed by the county;  
203 (E) consider utilization of state or federal funds or tax incentives to promote the  
204 construction of moderate income housing;  
205 (F) consider utilization of programs offered by the Utah Housing Corporation within  
206 that agency's funding capacity; and  
207 (G) consider utilization of affordable housing programs administered by the  
208 Department of Workforce Services.  
209 (c) In drafting the land use element, the planning commission shall:  
210 (i) identify and consider each agriculture protection area within the unincorporated area  
211 of the county; and  
212 (ii) avoid proposing a use of land within an agriculture protection area that is  
213 inconsistent with or detrimental to the use of the land for agriculture.  
214 (d) In drafting the resource management plan required under Section 17-27a-401, the  
215 planning commission shall:  
216 (i) identify any common interests the county shares with any other proximate county  
217 with regards to the elements of the resource management plan as described in Subsection  
218 17-27a-401(3)(b); and  
219 (ii) coordinate with the other proximate county to establish, to the greatest extent  
220 possible, consistent objectives and policies with regards to the common interests identified  
221 under Subsection (2)(d)(i).  
222 (3) The proposed general plan may include:  
223 (a) an environmental element that addresses:  
224 (i) to the extent not covered by the county's resource management plan, the protection,  
225 conservation, development, and use of natural resources, including the quality of air, forests,



226 soils, rivers and other waters, harbors, fisheries, wildlife, minerals, and other natural resources;  
227 and

228 (ii) the reclamation of land, flood control, prevention and control of the pollution of  
229 streams and other waters, regulation of the use of land on hillsides, stream channels and other  
230 environmentally sensitive areas, the prevention, control, and correction of the erosion of soils,  
231 protection of watersheds and wetlands, and the mapping of known geologic hazards;

232 (b) a public services and facilities element showing general plans for sewage, water,  
233 waste disposal, drainage, public utilities, rights-of-way, easements, and facilities for them,  
234 police and fire protection, and other public services;

235 (c) a rehabilitation, redevelopment, and conservation element consisting of plans and  
236 programs for:

237 (i) historic preservation;

238 (ii) the diminution or elimination of blight; and

239 (iii) redevelopment of land, including housing sites, business and industrial sites, and  
240 public building sites;

241 (d) an economic element composed of appropriate studies and forecasts, as well as an  
242 economic development plan, which may include review of existing and projected county  
243 revenue and expenditures, revenue sources, identification of basic and secondary industry,  
244 primary and secondary market areas, employment, and retail sales activity;

245 (e) recommendations for implementing all or any portion of the general plan, including  
246 the use of land use ordinances, capital improvement plans, community development and  
247 promotion, and any other appropriate action;

248 (f) provisions addressing any of the matters listed in Subsection 17-27a-401(2); and

249 (g) any other element the county considers appropriate.

250 Section 4. Section **17-27a-404** is amended to read:

251 **17-27a-404. Public hearing by planning commission on proposed general plan or**  
252 **amendment -- Notice -- Revisions to general plan or amendment -- Adoption or rejection**  
253 **by legislative body.**

254 (1) (a) After completing its recommendation for a proposed general plan, or proposal to  
255 amend the general plan, the planning commission shall schedule and hold a public hearing on  
256 the proposed plan or amendment.

257 (b) The planning commission shall provide notice of the public hearing, as required by  
258 Section 17-27a-204.

259 (c) After the public hearing, the planning commission may modify the proposed  
260 general plan or amendment.

261 (2) The planning commission shall forward the proposed general plan or amendment to  
262 the legislative body.

263 (3) (a) As provided by local ordinance and by Section 17-27a-204, the legislative body  
264 shall provide notice of its intent to consider the general plan proposal.

265 (b) (i) In addition to the requirements of Subsections (1), (2), and (3)(a), the legislative  
266 body shall hold a public hearing in Salt Lake City on provisions of the proposed county plan  
267 regarding Subsection 17-27a-401[(3)](4). The hearing procedure shall comply with this  
268 Subsection (3)(b).

269 (ii) The hearing format shall allow adequate time for public comment at the actual  
270 public hearing, and shall also allow for public comment in writing to be submitted to the  
271 legislative body for not fewer than 90 days after the date of the public hearing.

272 (c) (i) The legislative body shall give notice of the hearing in accordance with this  
273 Subsection (3) when the proposed plan provisions required by Subsection 17-27a-401[(3)](4)  
274 are complete.

275 (ii) Direct notice of the hearing shall be given, in writing, to the governor, members of  
276 the state Legislature, executive director of the Department of Environmental Quality, the state  
277 planning coordinator, the Resource Development Coordinating Committee, and any other  
278 citizens or entities who specifically request notice in writing.

279 (iii) Public notice shall be given by publication:

280 (A) in at least one major Utah newspaper having broad general circulation in the state;

281 (B) in at least one Utah newspaper having a general circulation focused mainly on the

county where the proposed high-level nuclear waste or greater than class C radioactive waste site is to be located; and

(C) on the Utah Public Notice Website created in Section 63F-1-701.

(iv) The notice shall be published to allow reasonable time for interested parties and the state to evaluate the information regarding the provisions of Subsection 17-27a-401~~[(3)]~~(4), including:

(A) in a newspaper described in Subsection (3)(c)(iii)(A), no less than 180 days before the date of the hearing to be held under this Subsection (3); and

(B) publication described in Subsection (3)(c)(iii)(B) or (C) for 180 days before the date of the hearing to be held under this Subsection (3).

(4) (a) After the public hearing required under this section, the legislative body may make any revisions to the proposed general plan that it considers appropriate.

(b) The legislative body shall respond in writing and in a substantive manner to all those providing comments as a result of the hearing required by Subsection (3).

(5) (a) The county legislative body may adopt or reject the proposed general plan or amendment either as proposed by the planning commission or after making any revision the county legislative body considers appropriate.

(b) If the county legislative body rejects the proposed general plan or amendment, it may provide suggestions to the planning commission for its consideration.

(6) The legislative body shall adopt:

(a) a land use element as provided in Subsection 17-27a-403(2)(a)(i);

(b) a transportation and traffic circulation element as provided in Subsection 17-27a-403(2)(a)(ii); ~~[and]~~

(c) after considering the factors included in Subsection 17-27a-403(2)(b), a plan to provide a realistic opportunity to meet estimated needs for additional moderate income housing if long-term projections for land use and development occur~~[-]~~; and

(d) before January 1, 2017, a resource management plan as provided by Subsection 17-27a-403(2)(a)(iv).

Section 5. Section 17-27a-405 is amended to read:

**17-27a-405. Effect of general plan -- Coordination with federal government.**

(1) Except for the mandatory provisions in Subsection 17-27a-401~~(3)~~(4)(b) and Section 17-27a-406, and except as provided in Subsection (3), the general plan is an advisory guide for land use decisions, the impact of which shall be determined by ordinance.

(2) The legislative body may adopt an ordinance mandating compliance with the general plan, and shall adopt an ordinance requiring compliance with all provisions of Subsection 17-27a-401~~(3)~~(4)(b).

(3) (a) As used in this Subsection (3), "coordinate with" means an action taken by the federal government on a given matter, pursuant to a federal law, rule, policy, or regulation, to:

(i) work with a county on the matter to achieve a consistent outcome;

(ii) make resource management plans in conjunction with a county on the matter;

(iii) make resource management plans consistent with a county's plans on the matter;

(iv) integrate a county's plans on the matter into the federal government's plans; or

(v) follow a county's plans when contemplating any action on the matter.

(b) If the federal government is required to coordinate with a county or a local government on a matter, the county's general plan is the principle document through which the coordination shall take place.

(c) The federal government is not considered to have coordinated with a county or a local government on a matter unless the federal government has:

(i) kept the county apprised of the federal government's proposed plans, amendments, policy changes, and management actions with regard to the matter;

(ii) worked with the county in developing and implementing plans, policies, and management actions on the matter;

(iii) treated the county as an equal partner in negotiations related to the matter;

(iv) listened to and understood the county's position on the matter to determine whether a conflict exists between the federal government's proposed plan, policy, rule, or action and the county's general plan;

(v) worked with the county in an amicable manner to reconcile any differences or disagreements, to the greatest extent possible under federal law, between the federal government and the county with regards to plans, policies, rules, or proposed management actions that relate to the matter;

(vi) engaged in a good-faith effort to reconcile any conflicts discovered under Subsection (3)(c)(iv) to achieve, to the greatest extent possible under federal law, consistency between the federal government's proposed plan, policy, rule, or action and the county's general plan; and

(vii) given full consideration to a county's general plan to the extent that the general plan addresses the matter.

Section 6. Section 17-27a-409 is amended to read:

**17-27a-409. State to indemnify county regarding refusal to site nuclear waste --**

**Terms and conditions.**

If a county is challenged in a court of law regarding its decision to deny siting of a storage or transfer facility for the placement of high-level nuclear waste or greater than class C radioactive waste or its refusal to provide municipal-type services regarding the operation of the storage or transfer facility, the state shall indemnify, defend, and hold the county harmless from any claims or damages, including court costs and attorney fees that are assessed as a result of the county's action, if:

(1) the county has complied with the provisions of Subsection 17-27a-401~~(3)~~(4)(b) by adopting an ordinance rejecting all proposals for the siting of a storage or transfer facility for the placement of high-level nuclear waste or greater than class C radioactive waste wholly or partially within the boundaries of the county;

(2) the county has complied with Subsection 17-34-1(3) regarding refusal to provide municipal-type services; and

(3) the court challenge against the county addresses the county's actions in compliance with Subsection 17-27a-401~~(3)~~(4)(b) or 17-34-1(3).

Section 7. Section 17-34-6 is amended to read:

## 366 17-34-6. State to indemnify county regarding refusal to site nuclear waste --

367 **Terms and conditions.**

368 If a county is challenged in a court of law regarding its decision to deny siting of a  
369 storage or transfer facility for the placement of high-level nuclear waste or greater than class C  
370 radioactive waste or its refusal to provide municipal-type services regarding the operation of  
371 the storage or transfer facility, the state shall indemnify, defend, and hold the county harmless  
372 from any claims or damages, including court costs and attorney fees that are assessed as a result  
373 of the county's action, if:

374 (1) the county has complied with the provisions of Subsection 17-27a-401[(3)](4)(b)  
375 by adopting an ordinance rejecting all proposals for the siting of a storage or transfer facility for  
376 the placement of high-level nuclear waste or greater than class C radioactive waste wholly or  
377 partially within the boundaries of the county;

378 (2) the county has complied with Subsection 17-34-1(3) regarding refusal to provide  
379 municipal-type services; and

380 (3) the court challenge against the county addresses the county's actions in compliance  
381 with Subsection 17-27a-401[(3)](4)(b) or 17-34-1(3).

382 Section 8. Section 63J-4-607 is enacted to read:

383 **63J-4-607. Resource management plan administration.**

384 (1) The office shall consult with the Commission for the Stewardship of Public Lands  
385 before expending funds appropriated by the Legislature for the implementation of this section.

386 (2) To the extent that the Legislature appropriates sufficient funding, the office shall  
387 procure the services of a non-public entity in accordance with Title 63G, Chapter 6a, Utah  
388 Procurement Code, to assist the office with the office's responsibilities described in Subsection

389 (3).

390 (3) The office shall:

391 (a) assist each county with the creation of the county's resource management plan by:

392 (i) consulting with the county on policy and legal issues related to the county's resource  
393 management plan;



394 (ii) helping the county ensure that the county's resource management plan meets the  
395 requirements of Subsection 17-27a-401(3); and

396 (iii) facilitating coordination between counties as required by Subsection  
397 17-27a-403(2)(d);

398 (b) to the greatest extent possible, promote consistent quality standards among all  
399 counties' resource management plans; and

400 (c) calculate the estimated cost of providing the services described in this section to  
401 each county.

402 (4) (a) A county shall cooperate with the office, or an entity procured by the office  
403 under Subsection (2), with regards to the office's responsibilities under Subsection (3).

404 (b) A county that receives assistance from the office under this section shall place a  
405 deposit with the office in an amount equal to 50% of the estimated cost calculated under  
406 Subsection (3)(c).

407 (c) To the extent that the Legislature appropriates sufficient funding, the office shall  
408 reimburse a county in the amount described in Subsection (4)(d) when a county's resource  
409 management plan:

410 (i) meets the requirements described in Subsection 17-27a-401(3); and

411 (ii) is adopted under Subsection 17-27a-404(6)(d).

412 (d) The office shall reimburse a county under Subsection (4)(c) in an amount equal to  
413 the lesser of:

414 (i) the cost estimated under Subsection (3)(c); or

415 (ii) \$50,000.

416 (5) To the extent that the Legislature appropriates sufficient funding, after the deadline  
417 established in Subsection 17-27a-404(6)(d) for a county to adopt a resource management plan,  
418 the office shall:

419 (a) obtain a copy of each county's resource management plan; and

420 (b) create a statewide resource management plan that:

421 (i) meets the same requirements described in Subsection 17-27-401(3)(a); and

422        (ii) to the greatest extent possible, coordinates and is consistent with any resource  
423        management plan or land use plan established under Chapter 8, State of Utah Resource  
424        Management Plan for Federal Lands.  
425        (6) To the extent that the Legislature appropriates sufficient funding, the office shall  
426        provide legal support to a county that becomes involved in litigation with the federal  
427        government over the requirements of Subsection 17-27a-405(3).

**LEEDS TOWN**

**PUBLIC SAFETY FACILITY  
CAPITAL FACILITY PLAN**

**AND**

**IMPACT FEE CALCULATIONS**

**NUMBER 05-09**

**AMENDMENT TO 97-11**

**AND**

**RENUMBERED AS 05-09**

**THIS AMENDMENT USES THE SAME CONCEPTS  
METHODOLOGY AND PROCESS AS THE ORIGINAL.  
THE AMENDMENT INCLUDES THE MOST RECENT  
POPULATION ESTIMATES, CURRENT CENSUS DATA,  
NONRESIDENTIAL SQUARE FOOTAGE, AND FINANCIAL  
DATA EXPRESSED IN 2005 DOLLARS.  
THE 1997 DATA HAS BEEN REMOVED EXCEPT WHERE IT  
PROVIDES CONTINUITY. PRIMARILY ONLY 2005 AND  
BEYOND DATA ARE INCLUDED.**

**ORDINANCE NUMBER 05-09**  
**PUBLIC SAFETY CAPITAL FACILITIES PLAN**  
**AND**  
**IMPACT FEE CALCULATION**  
**2005-2020**

**AN ORDINANCE ADOPTING THE PUBLIC SAFETY CAPITAL FACILITIES PLAN; ADOPTING A PUBLIC SAFETY FACILITIES LEVEL OF SERVICE FOR ALL DEVELOPMENT WITHIN LEEDS TOWN; ESTABLISHING A PUBLIC SAFETY FACILITIES IMPACT FEE METHODOLOGY PURSUANT TO THE LEEDS TOWN IMPACT FEE PROCEDURES ORDINANCE AND SEC. 11-36-101 ET. SEQ. (U.C.A.) AND ESTABLISHING A PUBLIC SAFETY IMPACT FEE PROVIDING THAT A PORTION OF THE COST OF PUBLIC SAFETY FACILITIES REQUIRED TO SERVE NEW DEVELOPMENT TO BE PROVIDED BY NEW DEVELOPMENT; PROVIDING FOR CONFLICT AND SEVERABILITY; PROVIDING AN EFFECTIVE DATE.**

WHEREAS, Leeds Town has, and continues to experience population growth and development pressures for residential and non-residential activities; and

WHEREAS, Leeds Town desires to provide adequate public safety facilities and services to its residents and Leeds Town provides public safety facilities and services to residents of the Town and areas outside the Town and the Town Council has determined it to be sound public policy to adopt a Public Safety Facilities Capital Facilities Plan and to adopt a Level of Service for the provision of Public Safety Facilities; and

WHEREAS, all new development within the Town must be accompanied and supported by adequate Public Safety facilities in order to maintain the adopted level of Service; and

WHEREAS, it is the intent of the Town Council that, by the establishment of a Public Safety Facilities Impact Fee, new development will pay its proportionate share of the cost to provide the Public Safety Facilities, the need for which is occasioned by the demand generated by new development; and

WHEREAS, it is the intent of the Town Council that Public Safety Impact Fee be one of several techniques utilized as part of a Town development management and financing system to implement the goals and policies of the Town General Plan; and

WHEREAS, the Town Council has presented the Public Safety Facilities Capital Facilities Plan and Impact Fee methodology at a public hearing held on June 25, 1997; and

Whereas the Town Council has now considered the matter of financing a portion to the Public Safety Facilities required by new development through the imposition of a Public Safety Facilities Impact Fee at a public hearing also held on June 25, 1997; and

WHEREAS, the Leeds Town Council has now considered all the items for the adoption of a Public Safety Facilities Capital Facilities Plan and for the adoption of a Public Safety Facilities Impact Fee; and

WHEREAS, the Town Council deems it advisable to adopt a Public Safety Facilities Capital Facilities Plan to identify public safety facility needs of the Town and to promote the efficient delivery of public safety facilities and services; and

WHEREAS, a Public Safety Facilities Capital Facilities Plan has been formulated, although not required, consistent with the provisions of Sec. 11-36 et. seq. (U.C.A.).

WHEREAS the Leeds Town Council has determined that the Public Safety Facility Capital Facility Plan and Impact Fee Calculation needs to be amended to reflect the most recent data and utilize 2005 dollars for all financial estimates.

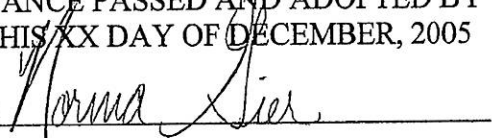
NOW THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF LEEDS TOWN, UTAH THAT:

1. The Leeds Town Public Safety Facilities Capital Facilities Plan and Impact Fee Methodology, as attached hereto be adopted.
2. The Level of service for Public Safety Facilities be established and adopted at 4.2 square feet of Public Safety Facilities per each Equivalent Residential Unit.
3. For the purposes of the efficient and equitable administration of the Leeds Town Public Safety Facilities Impact Fee system and in the legislative discretion of the Town Council, as allowed by State law, the public Safety Impact Fee for all new residential development located within Leeds Town is adopted at \$525.00 per residential and \$0.525 per square foot for all nonresidential uses and activities.
4. The administration of the Public Safety Facilities Impact Fee shall be in accordance with all the requirements of the Leeds Town Impact Fee Procedures Ordinance 97-10.
5. Having been adopted by unanimous vote of the Leeds Town Council, following required notice and publication, this amended ordinance becomes effective December xx, 2005.

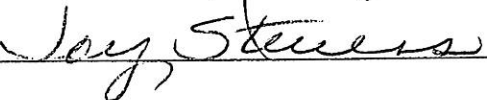
PASSED AND ADOPTED BY THE TOWN COUNCIL, OF LEEDS TOWN, UTAH, THIS 25<sup>TH</sup> DAY OF JUNE, 1997.

THE AMENDED ORDINANCE PASSED AND ADOPTED BY THE TOWN COUNCIL, OF LEEDS TOWN, UTAH THIS XX DAY OF DECEMBER, 2005

NORMA GIER, MAYOR



ATTEST:



Joy Stevens, Town Clerk

# **LEEDS, UTAH**

**PUBLIC SAFETY**

**CAPITAL FACILITIES PLAN**

**AND**

**IMPACT FEE METHODOLOGY**

**2005-2020**

**(AMENDMENT TO 1997-2010 PLAN)**

**ORDINANCE NUMBER 97-11**

**AMENDED ORDINANCE NUMBER 05-09**

**AMENDED DECEMBER 16, 2005**



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# **PUBLIC SAFETY CAPITAL FACILITY PLAN 2005-2020**

## **1.0 Public Safety Capital Facility Plan 2005-2020**

### **1.1 Introduction**

1.1.1 This amended Capital Facility Plan has removed references to the Fire Department as the Fire Department is a Special Service District with a separate tax identified on the property tax bill. The calculation for Public Safety Capital Facilities Plan has been updated using 2005 population, nonresidential square footage and the amount of square footage presently allocated to Public Safety. All new impact fee calculations use the 2005 data.

1.1.2 Leeds Town provides police services to the incorporated area of Leeds Town, Utah and to other areas outside the Town on an as-needed basis. The Town maintains a Capital Facilities Plan for the provision of Public Safety Facilities within the annual budgeting structure of the Town and an impact fee as a funding option for Public Safety Facilities eligible under the State of Utah Impact Fees Act, §11-36 et. seq. Utah Code Annotated (U.C.A.). This Capital Facilities Plan (CFP) is formulated for the identification and future planning for the provision of Leeds Town-provided Public Safety Facilities and is developed pursuant to the requirements of §10-9a-101 et. seq. and §11-36-101 et. seq. (U.C.A.) and to the statutory requirements of Utah law.

1.1.3 Additional residential and nonresidential development in the area served by Leeds Town will place additional demands on services provided by the Leeds Public Safety functions for the period 2005-2020. Increased calls for Police Department services will increase the need for additional Department Personnel, equipment and buildings.

1.1.4 The Leeds Town Public Safety Capital Facilities Plan 1997-2010 identifies the need for Public Safety Facilities for 1997-2010 and identifies the cost of providing the required facilities. The Capital Facilities Plan also establishes a Level of Service for Town-provided Public Safety Facilities for 1997-2010<sup>1</sup>. The amendment changes the time period to 2005-2020 and reevaluates the Level of Service.

### **1.2 Existing Public Safety Facilities**

In 2005 Leeds Town provides 1400 square feet for Public Safety Facilities located at the Leeds Town Hall for housing of Police Department personnel, police vehicles, equipment, training facilities, and related administrative space.

### **1.3 Public Safety Department Service Area Population 1990-2020**

From information provided by the U.S. bureau of the Census, Governor's Office of Planning and Budget (GOPB) and building permit information provided by Leeds Town, the population of Leeds Town and the area served by the Leeds Town Police had an estimated population of 783 persons in 2005. Table 1 identifies the 1990 and 2000 Census data and the town population projection through 2020.

Table 2 identifies the total number of dwelling units within the Town in 1997, 2000 and 2005. Table 2 also provides a total dwelling unit projection through 2020.

**Table 1 Town Population 1990-2020**

1990	1994	1997	2000	2005	2010	2020
254 <sup>1</sup>	387 <sup>2</sup>	403 <sup>3</sup>	547 <sup>1</sup>	783 <sup>5</sup>	1,269 <sup>4</sup>	3,452 <sup>4</sup>

Source:

1. U.S. bureau of the Census.
2. Utah Demographic Report July 1996, (Table 24) Demographic and Economic Analysis, Governor's Office of Planning and Budget.
3. Extrapolated from 1994 population estimate.
4. Five County Association of Government input to Governor's Office of Planning and Budget
5. Extrapolated from 2000 population based on new development.

**Table 2 Occupied Dwelling Units 1990-2020**

1990	1994	1997	2000	2005	2010	2020
99	151	157	208	286	464	1,264

#### **1.4 Nonresidential Uses and Activities**

Table 3 identifies the nonresidential facilities in Leeds on December 1, 2005. These facilities are listed as well as their approximate size. Table 3 also identifies which of these facilities are used in the amended impact fee calculation. In 2005 approximately 50,000 square feet of nonresidential buildings are located within the Town and served by the Police Department. This does not include out buildings, barns or other storage buildings on residential property. Table 4 identifies the total number of dwelling units located within Leeds Town. To establish a Level of Service for Public Safety Facilities it is necessary to combine the residential and nonresidential uses located within Leeds Town.

**Table 3 Non-Commercial Facilities in Leeds**  
**Excludes Barns and Similar Structures**  
**December 2005**

<b>Description/Location</b>	<b>Approximate Dimension (feet)</b>	<b>Approximate Square feet.</b>	<b>Applicable CFP Analysis</b>
Silver Reef - Restaurant	36x60	2,160	2,160
Silver Reef – Restaurant basement	36x20	720	720
Silver Reef – Museum	39x57	2,223	2,223
Silver Reef – Museum basement	39x20	780	780
Silver Reef – Bunker	18x21	378	378
Silver Reef – Bank	30x21	630	630
Silver Reef – Bank basement	21x30	630	630
Walton Plaza	39x170	6,630	6,630
J&J Manufacturing	60x120	7,200	7,200
Qwest Building	15x15	225	225
293 N. Main	63x37	2,331	2,331
291 N. Main – Automotive Shop (North Bldg.)	36x57	2,052	2,052
291 N. Main –Store (West Bldg. – North 1/2)	35x78	2,730	2,730
291 N. Main –Store (West Bldg. – South 1/2)	28x51	1,428	1,428
291 N. Main –Office/Motel type	111x21	2,331	2,331
291 N. Main –Storage	111x21	2,331	2,331
291 N. Main –Restaurant (South Bldg.)	75x33	2,475	2,475
Town Hall	60x25	1,500	1,500
Town Hall - Bathrooms & Storage	40x10	400	400
Town Hall – basement	10x11	110	110
Town Hall - Public Safety/Service Bldg.*	36x28	1,008	1,008
Park	201x90 + 48x72 + 180x345 + 84x42	87,174	
Park – Bathroom	9x18	162	162
Park – Pavilion	55x39	2,145	
10 North Main	20x30	600	600
Leeds RV Park – Office	25x20	500	500
Leeds RV Park –Motel	25x75	1,875	1,875
Leeds RV Park –Recreational Center	10x50	500	500
Zion West RV park – Office	10x10	100	100
Zion West RV Park – Restrooms & Laundry	30x20	600	600
Fire Station	75x60	4,500	4,500
Fire Station – Fuel Bldg.	10x15	150	
<b>TOTAL</b>		<b>138,578</b>	<b>49,109</b>

\*\*Public Safety functions utilize 1008 sq. ft. for office and vehicle storage. In addition they utilize approximately 400 sq. ft. in the Town Hall for copy service, bathrooms and storage. Total is approximately 1400sq. ft.

## 1.5 Public Safety Facilities Level of Service

1.4.1 At the end 2005 Leeds Town Public Safety Facilities utilities approximately 1400 square feet at the Town Hall. This amount of facilities space will provide services to 783 residents and approximately 50,000 square feet of nonresidential buildings within Leeds Town at the close of 2005.

1.5.2 To establish a Level of Service for Public Safety Facilities it is appropriate to establish the total number of residential units and total amount of nonresidential buildings in equivalent residential units.<sup>2</sup> Using the information presented in Table 2 and the total nonresidential buildings' square footage located within the Town, (Table 3) a total of approximately 336 Equivalent Residential Units (ERU's) are located within Leeds Town December 2005. Table 4 presents a Public Safety Facilities Level of Service for existing residential and nonresidential uses in 2005 and available to the year 2020.

**Table 4 Level of Service  
Public Safety Facilities  
Level of Service and Required Facilities**

Year	Residential Uses		Nonresidential Uses		Total ERU'S	Public Safety Facilities (sq. ft.)	Level of Service (Public Safety Facilities square footage per ERU) <sup>2</sup>
	Population	Residential Units	Buildings Sq. ft.	Equivalent Residential units (ERUs) <sup>1</sup>			
2005	783	286	50,000	50	336	1,400	4.2
2010	1269	464	60,000	60	524	2,100	4.0
2020	3452	1,264	70,000	70	1,334	5,500	4.1

Notes:

1. An Equivalent Residential Unit (ERU) equals 1,000 square feet nonresidential building.
2. Level of Service = Public safety facility sq. ft. divided by total ERU's

1.5.3 The Leeds Police primary function is to the Town. However, under unusual conditions they may be required to operate in the surrounding areas. Therefore for this estimate an existing Level of Service in 2005 for Leeds Public Safety Facility of 4.2 square feet of Public Safety Facility for each Equivalent Residential Unit served by the town of Leeds Public Safety functions is established.

1.5.4 From the information presented in Table 4, and recognizing the estimated service demands of the Leeds Town Police Department, and for the purposes of providing Public Safety Facilities for the future, in its legislative authority the Leeds Town Council establishes a Public Safety Facilities Level of Service for the future of 4.2 square feet of Public Safety Facilities Per Equivalent Residential Unit located within Leeds Town.

## **1.6 Cost of Providing Public Safety Facilities**

1.6.1 For the purposes of this Plan, the approach adopted to establish Public Safety Facility cost is the estimated replacement value of existing Facilities and the estimated non-grant and non-donated labor costs of the new Facility, including debt service costs.

1.6.2 In 2005 the Public Safety functions are occupying approximately 1000 square feet with an estimated replacement value of \$ 125.00 per square foot. In addition the Public Safety functions shares 400 sq. ft. in the Town Hall. The total value of the Public Safety Facility dedicated to Police Services is \$126,000.

1.6.3 Table 5 identifies the total replacement cost for existing Public Safety Facilities, excluding financing costs for the Police Department portion of Town Hall and anticipated grants and donated labor.

**Table 5 Public Safety Facility Costs**

<b>Building</b>	<b>Building Size (sq. ft.)</b>	<b>Building Replacement Cost</b>
<b>Police Facility</b>	<b>1000</b>	<b>\$126,000</b>

## **1.7 Conclusion**

The Town Council has adopted a Level of Service for future Public Safety Facilities of 4.2 sq. ft. per Equivalent Residential Unit for all future developments located within the Town.



## **2.0 Public Safety Facility Impact Fee Methodology**

### **2.1 Introduction**

2.1.1 Section 1 of this report details the Leeds Town Public Safety Capital Facilities Plan formulated to identify the Public Safety Facility needs of the Town for 2005-2020<sup>3</sup>. The Capital Facilities Plan is also formulated as a prerequisite to the possible imposition by the Town of a Public Safety Facilities Impact Fee as a funding option available to Leeds Town for the provision of Public Safety Facilities required to serve new growth.<sup>4</sup> The amended Leeds Town Public Safety Capital Facilities Plan for 2005-2020 describes the Public Safety Facilities requirements of the Town and identifies the costs of providing the required facilities

2.1.2 The Leeds Town Public Safety Facilities Impact Fee methodology is based upon the information contained in the Public Safety Capital Facilities Plan 2005-2020 (Section 1) and specifically the following components of that Plan

2.1.2.1 The Level of Service (LOS) standard for Public Safety Facilities, established at 4.2 square feet of Facilities per Equivalent Residential Unit.

2.1.2.2 Addressing the Public Safety facility needs as both the towns residential and nonresidential units increase.

2.1.3 The Public Safety Capital Facilities Plan, and accompanying impact fee methodology, is based upon the requirements of §11-36 et. seq. U.C.A. and legal principles applicable to impact fees by virtue of Utah and U.S. Supreme Court case law and State and Federal constitutional law.

### **2.2 Public Safety Facilities Impact Fee Calculation**

2.2.1 The Leeds Town Public Safety Facilities impact fee is designed to impose the pro rata costs of Town provided Public Safety Facilities on new residential and nonresidential development located within Leeds Town. In 2005 Leeds Town provides approximately 4.2 sq. ft. of Public safety facilities per Equivalent Residential Unit within Leeds Town. So as not to encumber proposed new development within the Town more than their fair share, the Public Safety Facilities impact fee is based on the proportionate share of such costs attributable to new development determined by the established Level of Service standard of 4.2 square feet of Public Safety Facilities per Equivalent Residential Unit (ERU). The Public Safety Facilities impact fee represents the average cost of providing Public Safety Facilities to each Equivalent Residential Unit located within the Town and served by the Town's Police Department. The Public Safety Facilities impact fee calculation places on new development the fair-share cost, incurred by the Town, to provide facilities necessary to accommodate the demands generated by each type of new development activity.

2.2.2 The Public Safety Capital Facilities Plan (Table 3) has identified that Leeds Town presently provides 1400 square feet of Public Safety Facilities. The existing Public Facility capacity has been principally funded by the Town through Property tax receipts and impact fees.

2.2.3 It is the policy of the Leeds Town Council that Public Safety Facilities required to meet the needs of new growth will be provided at the adopted level of service of 4.2 square feet per Equivalent Residential Unit and funded by a Public Safety Facilities impact fee imposed and expended by the Town in accordance with §11-36 et. seq. (U.C.A.) and the Leeds Town Impact Fee Procedure Ordinance 97-10.

2.2.4 The formula used to identify the Leeds Town Public Safety Facilities impact fee is as follows:

$$\text{Public Safety Facilities Impact Fee} = \frac{\text{Facility Cost per Dwelling Unit or Facility Costs per 1,000 sq. ft. of Nonresidential Development}}{\text{where:}}$$

**Facility Costs per Dwelling Unit** is the cost of providing Public Safety Facilities at the established Level of Service to the average dwelling unit.

**Facility Costs per 1,000 sq. ft. of Nonresidential Development** is the cost of Public Safety Facilities at the established Level of Service.

2.2.5 Table 6 presents the calculation methodology and information used in determining the Leeds Town Public Safety Facilities Impact Fee.

**Table 6 Impact fee Calculations**

Public Facility Impact Fee	=	Facility cost at adopted Level of Service per Equivalent Residential Unit
Public Safety Facility Level of Service	=	4.2 square feet per ERU
Facility costs Per square foot	=	\$125
Public Safety Facilities Residential Impact Fee 4.2 sq. ft. x \$125/sq.ft.	=	\$525.00
Public Safety Facility nonresidential Impact Fee 4.2 sq. ft. x \$125/sq ft ÷ 1000	=	\$0.525/sq. ft.

#### 2.2.6 Total Fee Adjustment

2.2.6.1 During the Town Budgeting period 2005-2006, Leeds Town has not allocated any funds for Public Safety Facilities, No fee adjustment is required for past contributions made and used to fund Public Safety Facilities.

2.2.6.2 When the Fire Department Special Service District was formed, the obligation to repay the loan for the Fire Station moved with the Fire Department and the residents were taxed for the Special Service District. Total sales tax receipts are only used as part of the General Fund expenses and not allocated for capital Facilities. There is no fee adjustment required.

Notes:

1. A Public Safety Facility is defined as any building constructed and owned by, or leased to Leeds Town to house police, fire or other public safety services (§11-36-102(12) U.C.A.).
2. For the purpose of establishing Equivalent Residential Units (ERU) it was determined that 1,000 square feet of nonresidential building equals one (1) Equivalent Residential Unit.
3. Pursuant to the Provisions §11-36 et. seq. (U.C.A.) "Public Safety Facility" means a building constructed or leased by Leeds Town to house police, fire or ambulance vehicles, equipment and personnel. Facilities do not include any Public Safety vehicles or equipment.
4. It is worth noting that since Leeds Town is not a community of 5,000 persons, as recorded by the 2000 Census, a Capital Facilities Plan need not be formulated and adopted prior to the imposition of a Public Safety Facilities impact fee (§11-36-201(2)(e) U.C.A.). However, there remains a requirement that the Public Safety Facilities impact fee be based on a reasonable plan. Leeds Town believes it represents sound public policy that the Town formulate a capital facilities plan as required by §11-36 et. seq. (U.C.A.) to efficiently provide Public Safety Facilities to existing and new residents and identify the proportionate cost of providing this service.

**ORDINANCE NUMBER 2007-06**  
**LEEDS IMPACT FEE ADMINISTRATION SYSTEM**  
***THROUGH 2025***  
***SUPERSEDES ORDINANCE 97-10 LEEDS IMPACT FEE***  
**ADMINISTRATION SYSTEM**

---

**AN ORDINANCE REPLACING LEEDS ORDINANCE 97-10 ESTABLISHING PROCEDURES FOR THE IMPOSITION, CALCULATION, COLLECTION, EXPENDITURE AND ADMINISTRATION OF IMPACT FEES; PROVIDING A PURPOSE AND INTENT; PROVIDING DEFINITIONS; PROVIDING GENERAL PROVISIONS AND APPLICABILITY; PROVIDING FOR THE ESTABLISHMENT OF IMPACT FEE ACCOUNTS, THE APPROPRIATION OF IMPACT FEE FUNDS, AND FOR REFUNDS; PROVIDING FOR EXEMPTIONS AND FOR APPEALS; PROVIDING FOR CONFLICT; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.**

WHEREAS, the State of Utah has established requirements for the imposition, administration and use of impact fees, the Impact Fees Act, Utah Code Ann. §11-36-101, et.seq.; and

WHEREAS, pursuant to the Impact Fees Act, Leeds Town is required to comply with its requirements; and

WHEREAS, the Town Council has considered and evaluated the procedures for the administration and operation of the Leeds Town impact fee system; and

WHEREAS, the Town Council finds it necessary and appropriate to establish procedures, not only pursuant to the Impact Fees Act, Utah Code Ann. §11-36-101, et.seq., but also to ensure the fair, equitable and efficient administration of the Leeds Town impact fee system;

NOW THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF LEEDS TOWN, UTAH, the Leeds Impact Fee Administration System is as follows:

THE REVISED ORDINANCE, PASSED AND ADOPTED by the Town Council, of Leeds Town, Utah this 28 day of March, 2007

\_\_\_\_\_  
TRUDY LAW, MAYOR

ATTEST:

\_\_\_\_\_  
Karen Markovich, Leeds Town Clerk

# **LEEDS, UTAH**

## **IMPACT FEE ADMINISTRATION SYSTEM**

**ORDINANCE NUMBER 2007-06**

**Adopted March 28, 2007**

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# **LEEDS TOWN IMPACT FEE ADMINISTRATION SYSTEM**

## **1.0 Purpose and Intent**

- 1.1 Purpose. The purpose and intent of the Impact Fee Administration System is:
- 1.1.1 To establish uniform procedures for the imposition, calculation, collection, expenditure and administration of Impact Fees imposed on new development by Leeds Town;
  - 1.1.2 To facilitate the implementation of the goals, objectives and policies of the Leeds General Plan, Leeds Capital Facilities Plan(s), and Leeds Land Use and Subdivision Ordinance, assuring that new impact-producing development contributes its fair share towards the cost of providing capital facilities reasonably necessitated by such development;
  - 1.1.3 To ensure that new development is reasonably benefited by the provision of capital facilities provided by Impact Fees; and
  - 1.1.4 To ensure that all applicable legal standards as required by Federal and State statutory law and all applicable case law standards are properly incorporated.

## **2.0 Definitions**

The words or phrases used herein shall have the meaning prescribed herein:

- 2.1 **Applicant.** A person, company or corporation who has filed an application for preliminary or final subdivision approval, preliminary or final site plan approval, conditional use approval or building permit approval.
- 2.2 **Application for Development Approval.** An application for development approval that is subject to this Ordinance as set forth herein.
- 2.3 **Appropriation, To Appropriate, Encumber.** An action by the Leeds Town Council to identify capital facilities for which Impact Fee funds may be utilized. Appropriation shall include, but shall not be limited to: inclusion of a Capital Facility in the adopted Town budget or capital facilities plan; execution of a contract of other legal encumbrance for the provision of a Capital Facility, using Impact Fee funds; and expenditure of Impact Fee funds through payments made from an Impact Fee account.
- 2.4 **Capital Facilities.** Shall include "system improvements" as defined in Utah Code Ann. § 11-36-102(16), and also includes costs and expenses incurred in connection with the planning, design, engineering and construction of such facilities; planning, legal, appraisal and other costs related to the acquisition of land, financing and development costs including debt service charges; the cost of compliance with purchasing procedures and applicable administrative and legal requirements; and all

other costs necessarily incident to the provision of a Capital Facility, which are public facilities, as allowed by the Utah Code.

- 2.5 **Capital Facilities Plan.** A document, required by the Utah Impact Fees Act (Utah Code Ann. § 11-36-101 et.seq.) (the "Act") identifying; the demands placed upon existing public facilities by Development Activity; and the proposed means by which Leeds Town will meet said demands. Capital Facilities Plans for the Town may be created separately by categories of Impact Fees allowed by the Act or collectively and shall identify the anticipated future demand upon the Town to provide capital facilities over a specified plan period.
- 2.6 **Credit.** A reduction in the Impact Fee calculated to be due from an Applicant for a specific Development Activity as may be determined by the Town and approved by the Town Council. As set forth below, Credits may only be given in the event an Applicant has, prior to the date an Impact Fee is due, constructed, assisted in the payment thereof, or dedicated land for a Capital Facility that is deemed to be a System Improvement.
- 2.7 **Credit Certificate.** A certificate issued by the Town allowing a defined amount of credit toward the dollars due for a specific Impact Fee in a defined Capital Facility category. These certificates are issued under an approved agreement in which the recipient of the certificate has provided funds for a Capital Facility improvement.
- 2.8 **Development Activity.** Any construction, expansion of a building, structure, or use, any change in use of a building or structure, or any changes in the use of land that creates additional demand and need for public facilities
- 2.9 **Development Approval.** Any final authorization provided by Leeds Town permitting the commencement of a Development Activity including, but not limited to; final subdivision plat approval (includes subdivisions of any size), final site plan approval, and issuance of a valid building permit.
- 2.10 **District or Impact Fee District.** A defined geographic area designated by a local political subdivision on the basis of sound planning or engineering principles in which a defined set of public facilities provide service within the area. A District or Impact Fee District may include the entire local political subdivision.
- 2.11 **Fee Adjustment.** A factor included within the Capital Facility Impact Fee calculation methodology, to avoid a potential double-charging for prior fees or assessments paid, and fees or assessments anticipated to be paid in the future for the provision of Capital Facilities required to serve impact-producing development and included in a Capital Facilities Plan.
- 2.12 **Impact Fee.** A payment of money imposed upon Development Activity as a condition of development approval. Impact Fee does not mean a tax, a special assessment, a building permit fee, a hook-up fee, a fee for project improvements, or other reasonable permit or application fee.
- 2.13 **Impact Fee District Map(s).** The map(s) defining the geographical extent of the Impact Fee Districts and sub-districts for each adopted Impact Fee.

**2.14 Project Improvement.** Project improvements means site improvements and facilities that are: 1) planned and designated to provide service for development resulting from a Development Activity; 2) necessary for the use and convenience of the occupants or users of a development resulting from a Development Activity. "Project improvements" does not mean system improvements.

**2.15 Public Facilities.** Include the following capital facilities that have a life expectancy of ten or more years and are owned or operated by or on behalf of a local political subdivision or private entity: 1) water rights and water supply, treatment, and distribution facilities; 2) wastewater collection and treatment facilities; 3) storm water, drainage, and flood control facilities; 4) municipal power facilities; 5) roadway facilities; 6) parks, recreation facilities open space, and trails; 7) Public safety facilities.

**2.16 Subdivision, New.** Any subdivision platted after the adoption of this ordinance.

**2.17 System Improvements.** Include both existing public facilities that are designed to provide services to service areas within the community at large and future public facilities identified in a capital facilities plan that are intended to provide services to service areas within the community at large. "System improvements" does not mean project improvements.

### **3.0 General Provisions**

**3.1 Term.** This Ordinance shall remain in effect unless and until repealed, amended or modified by the Town Council in accordance with applicable state law, local Ordinance and procedures.

**3.2 Annual Review.** At least once every year and prior to the Town Council adoption of the Town Budget, the Town shall review the Leeds Town Impact Fee System and may prepare a Report on the subject of Impact Fees. **The report shall** include:

3.2.1 Recommendations on amendments, if appropriate, to Town requirements imposing and setting Impact Fees for each category of capital facilities;

3.2.2 Proposed changes to the Leeds Town Capital Facilities Plan(s), including the identification of Capital Facility projects anticipated to be funded wholly or partially by Impact Fees;

3.2.3 Proposed changes to the boundaries of Impact Fee districts or sub-districts;

3.2.4 Proposed changes to Impact Fee calculation methodologies as contained in the Ordinance(s) imposing the setting of Impact Fees;

3.2.5 Proposed changes to levels of service standards for capital facilities; 3.2.6

Other data, analysis or recommendations as may be deemed appropriate.

- 3.3 **Request for Information.** Any person may request, and the Town shall provide within fourteen (14) days, all information and other materials related and relevant to the imposition, calculation and collection of Impact Fees. The Town may recover all costs generally incurred to provide the information requested.

#### 4.0 Affected Area

- 4.1 **Impact Fee District.** Impact Fees shall be imposed on all Development Activity within an Impact Fee District, which may be divided into Impact Fee sub-districts. Generally an Impact Fee District should include all areas within the municipal boundaries of Leeds Town, Utah.
- 4.2 **Change in Boundaries of Impact Fee Districts.** The Town Council may amend the boundaries of an Impact Fee District, or sub-districts, at such times as may be deemed necessary to carry out the purposes and intent of this Chapter and applicable legal requirements for the use of Impact Fees. In the event of annexation of an unincorporated portion of Washington County into the Town, the Impact Fee District boundaries shall be deemed to have been changed by operation of law.

#### 5.0 Type of Development Affected

- 5.1 **Development affected.** All development, including subdivision, regardless of size and all building permits for both residential and commercial structures, as well as any development that will use public facilities.
- 5.2 **Type of Development Not Affected.**
- 5.2.1 Prior building Permits. Proposed development for which a building permit has been issued prior to the effective date of this Ordinance providing the use and size of the structure has not changed.
- 5.2.2 Previous Payment of Impact Fees. Impact Fees imposed at time a building permit is issued for a specific Capital Facility shall not be recalculated at a later stage of the development even if the impact has changed in the meantime. Impact Fees paid at the time of a subdivision plat approval for a specific Capital Facility shall be recalculated when a building permit is approved if the Impact Fee has changed in the meantime. In this case only the difference between the paid Impact Fee and the then current Impact Fee will be imposed for the Capital Facility involved.
- 5.2.3 Public Facilities of the County, State, school district, special service districts, municipalities, or political subdivision of the State of Utah or Federal Government.
- 5.2.4 Replacement Residential Unit. Redevelopment or rehabilitation which replaces but which does not increase the number of residential dwelling units or the ability to house more residents above that existing on the site prior to redevelopment or rehabilitation.



5.2.5 Replacement Non-residential Development. Redevelopment or rehabilitation which replaces, but which does not increase the intensity of development above the existing on the site prior to redevelopment or rehabilitation nor changes the use to one which has a greater impact-producing effect with respect to any Capital Facility than that existing on the site prior to redevelopment or rehabilitation.

## 6.0 Procedures for Imposition, Calculation and Collection of Impact Fees

**6.1 Imposition.** A final new subdivision plat or building permit will only be approved after Impact Fees are paid as defined in this section. The amount of the Impact Fees will be as detailed in the Impact Fee Analysis for each Impact Fee category. Building permit fees are not included in Impact Fees. The following methods are to be used for applying and collecting Impact Fees for the Town for each category of Capital Facility.

6.1.1 Parks. Impact Fees will be collected at time application is submitted for a building permit for any residential lot or commercial facility which provides lodging facilities. Commercial properties which are for the purpose of overnight or long term lodging will be considered residential for purposes of collecting Park Impact Fees. Facilities with short term or overnight residential unit or location for a residential unit in the case of a Recreational Vehicle Park will be considered one-third (1/3) of a residential unit when calculating Impact Fees. Facilities for long term residents shall be considered residential units for collecting Impact Fees.

~~6.1.2 Public Safety. Impact Fee will be collected at time application is submitted for a building permit for any residential lot. Impact Fees for commercial property will be collected at time a site plan is approved.~~

6.1.~~23~~ Transportation.

6.1.~~23~~.1 New Subdivision. All new subdivision Impact Fees will be collected at time of Building Permit approval. As Impact Fees are for system improvements, all project improvements are to be provided by the developer. Project improvements include access roads from an existing deeded road with an asphalt surface to the project and all roads either through and/or adjacent to the project. Project improvement will require asphalt road width in accordance with Leeds Standard Specification for Design and Construction to accommodate the traffic projected for this project. The right-of-way to be dedicated will be in accordance with the Leeds Master Transportation Plan. That is, if a local road is all that is required for the subdivision and the Master Transportation Plan identifies the road as a Collector Road the developer will dedicate the Right-of-Way for the collector road, but is only required to construct a road meeting local road width. If it is determined that the full Collector road is to be needed at the time of initial road construction either by **the** Town or the developer, and not needed for this development, then a transportation credit will be given to the developer. If the developer

builds a road that is to be used as a collector road, and meets the standards for a collector road, this additional road width will be considered a System Improvement and as such will be given a credit for the additional width of the road. This credit shall be applied equally to all lots within the subdivision toward the transportation Impact Fee. The credit for each lot will not exceed the Impact Fee in existence at time of subdivision final plat approval.

6.1.23.2 Individual lots. Single lots, outside of a new subdivision in which an Impact Fee for the lot has not previously been paid, will be collected at the time a building permit is requested.

#### 6.1.34 Culinary Water.

6.1.34.1 New Subdivision. All new subdivision Impact Fees will be collected at time of final plat approval and recording of the plat. As Impact Fees are for system improvements all project improvements are to be provided by the developer. Project improvements are, but not limited to, storage facilities, distribution lines, water source and pumps necessary to accomplish proper distribution of culinary water within the subdivision. If water is not available adjacent to the subdivision, then the developer will install the lines necessary to provide water to the subdivision as a project improvement. If the Town requests that the system line to the subdivision be increased over the size that is necessary for the subdivision, then the over-sizing is considered a system improvement and subject to a credit. If water storage capacity is needed or present storage capacity increased for the subdivision, this is considered a project improvement. If the Town requests that the storage capacity be increased greater than what is required for the subdivision, this increased size will be considered a system improvement subject to a credit. The credit shall be applied equally to all lots within the subdivision toward the culinary water Impact Fee. The credit for each lot will not exceed the Impact Fee existing at time of subdivision final plat approval. If the Town has an agreement with the Washington County Water Conservancy District (WCWCD) and the Impact Fee collected by the Town does not include the WCWCD Impact Fee, the applicant must show evidence of paying the WCWCD impact prior to approval and collecting the Leeds Impact Fee. The Leeds Impact Fee will not include infrastructure installed and is part of the WCWCD Impact Fee unless an agreement is in place whereby an applicant is not paying double for a given capital improvement.

6.1.34.2 Individual lots. Impact Fees for individual lots will be paid at time of building permit application unless the total Impact Fee was paid as part of the subdivision Impact Fee.

6.1.45 Irrigation Water. Each developer shall include as part of the project improvements a separate water distribution for irrigation water unless the plat is recorded stating that all lots will be "zero-landscape" lots using only native and desert landscaping. Where irrigation water is to be used the same



conditions for distribution and storage as stated under culinary water will apply including irrigation water credit for system improvements not required by the subdivision.

~~6.1.6 Sewer. Impact Fees for sewer will be in two categories 1) for the sewer treatment plant; and 2) for the collection lines and any lift stations required.~~

~~6.1.6.1 The sewer treatment plant Impact Fee will be applied to all new subdivisions based on the number of lots within the subdivision. The single lot Impact Fee for the sewer treatment plant will be the same as that for each lot in a subdivision. In a multifamily dwelling or a dwelling that has a guest house, each dwelling unit will be charged the Impact Fee.~~

~~6.1.6.2 Collection lines including tying into the trunk line will be the developer's responsibility to install to meet the requirements for his subdivision. If the Town requests that the capacity of collecting lines or lifting capacity be increased greater than what is required for the subdivision this increased size will be considered a system improvement subject to a credit. This credit shall be applied equally to all lots within the subdivision toward the sewer collection lines Impact Fee. The credit for each lot will not exceed the Impact Fee in existence at time of subdivision final plat approval. Single lots will be charged an Impact Fee based on the lot frontage. The minimum amount will be based on 100 foot frontage. For lots with a frontage width more than 100 feet, the Impact Fee would increase at one percent (1.0%) per foot over 100 feet. Example: for a lot width 200 foot frontage the Impact Fee for the sewer collecting line would double.~~

~~6.1.6.3 Credit Certificates issued by the Town to be applied to a sewer system may be applied to either or both the sewer Impact Fee and/or the collecting line Impact Fee.~~

~~6.1.6.4 If the Town decides that sewer lines will not be run in specified areas of the Town, then no Impact Fee can be allocated to developments in this area. If at a later date the Town decides to include these areas in the sewer system, then a Special Improvement District will be implemented to collect the full cost of the additional line. The cost to each dwelling and business in the SID must include a prorated cost for the treatment system and the main collection line.~~

~~6.1.6.5 Hook-up fees must be determined to ensure that the Town maintains an income sufficient to cover all costs of operating the treatment plant, maintaining the treatment plant and replacement costs for the equipment. Hook-up fees are not Impact Fees.~~

6.1.57 Each Capital Facility Plan and Impact Fee Analysis must describe how commercial properties will be charged Impact Fees. This must be separated by the type of commercial properties as some would require more services of

a given type than others. Example: A Motel would use more water and sewer facilities than a storage unit, where a restaurant would require more services per square foot than a grocery store.

## **6.2 Calculation.**

6.2.1 Upon receipt of an application for a building permit or a request for final subdivision approval, the Town Official shall determine if Impact Fees apply to the project under the following conditions:

6.2.1.1 Whether it is a residential or non-residential activity,

6.2.1.2 The class of residential or nonresidential development, and if residential, the number of dwelling units,

6.2.1.3 If nonresidential, the intensity of development, and

6.2.1.4 The Impact Fee district in which the proposed project is located.

6.2.2 After making these determinations, the Town Official shall determine the demand for Capital Facilities required by the proposed Development Activity and calculate the applicable Impact Fee, multiplying the demand of the proposed impact-producing development by the Impact Fee per demand unit, as set forth in the calculation methodology.

6.2.3 If the type of Development Activity is not expressly listed in the specific Impact Fee Ordinance, the Town Official shall:

6.2.3.1 Identify the most similar land use type listed and calculate the Impact Fee based on the Impact Fee per demand unit for that land use, or

6.2.3.2 Identify the broader land use category within which the specific land use would fit and calculate the Impact Fee based on the Impact Fee per demand unit for that land use category.

6.2.4 If neither of the alternatives set forth above are appropriate, the demand may be determined by the Town Council by amending the appropriate Capital Facility Plan and Impact Fee Analysis by adding the calculation method for the undefined type of development..

6.2.5 The calculation of Impact Fees due from a multiple-use impact-producing Development Activity shall be based upon the aggregated demand for each Capital Facility generated by each land use type in a proposed development.

6.2.6 The calculation of Impact Fees due from a phased Development Activity shall be based upon the demand generated by each phase for which subdivision development approval or building permit applications are received.

6.2.7 All Impact Fees shall be calculated based on the Impact Fee per demand unit in effect at the time of new subdivision plat approval or building permit issuance.

### 6.3 Credits.

6.3.1 Credits against the amount of an Impact Fee due from a proposed Development Activity shall be provided for the dedication of land and/or the provision of Capital Facilities that are System Improvements by an Applicant prior to the date an Impact Fee would normally be assessed for that category of Impact Fee so long as the following factors are met:

6.3.1.1 The costs of such land or facilities have been included in the fee calculation methodology for the applicable category of capital facilities; or

6.3.1.2 The land dedicated or capital facilities provided is determined by the Town Council to be a reasonable substitute for the cost of facilities which are included in the applicable fee calculation methodology.

6.3.2 Applications for credit shall be made to the Town Council and shall be submitted at or before the time of a new subdivision approval building permit application based on the type of Impact Fee. The application for a credit shall be accompanied by relevant documentary evidence indicating the eligibility of the applicant for the credit. When an application for a credit accompanies an application for a new subdivision final approval or a building permit, the Town Official shall calculate the applicable Impact Fee without any credit. Any credit determined appropriate by the Town Council shall be applied against the Impact Fee calculation to be due; however, in no event shall a credit be granted in an amount exceeding the Impact Fee due. Credits may not be transferable among Impact Fee Categories.

6.3.3 Credits for dedication of land or provision of Capital Facilities shall be applicable only against Impact Fees for the same category of Capital Facilities. If the value of the dedication of land or provision of Capital Facility exceeds the Impact Fee due for that Capital Facility category, the excess value may not be transferred to Impact Fees calculated to be due from the applicant for other categories of capital facilities nor may the excess value be transferred to other applicants or properties. If the Town has issued Credit Certificates to developers or individuals in accordance with a document approved by the Town Council, these credits are transferable but may not be redeemed for cash. Credit Certificates may not be transferred among other Impact Fee Categories.

6.3.4 Developers that complete transportation "System Improvements" for which Impact Fees are imposed are entitled to a credit toward the Impact Fee they would pay up to the amount of expenditure they made for the "System Improvements"; however, in no event shall a credit be granted in an amount exceeding the Impact Fee due.



6.4 Collection.

6.4.1 The Town shall collect all applicable Impact Fees at the time of final subdivision plat approval or building permit issuance unless:

6.4.1.1 The applicant is determined to be entitled to a credit, at which time they will be required to pay the difference between the Credit and the Impact Fee actually owed; or

6.4.1.2 The applicant is not subject to the payment of Impact Fees.

**7.0 Establishment of Impact Fee Accounts; and Appropriation of Impact Fee Funds**

7.1 **Impact Fee Accounts.** An Impact Fee account shall be established by the Town for each category of Capital Facilities for which Impact Fees are collected. All Impact Fees collected by the Town shall be deposited into the appropriate Impact Fee account, which shall be interest bearing. All interest earned shall be considered funds of the account. The funds of these accounts shall not be co-mingled with other funds or revenues of the Town. The Town shall establish and implement necessary accounting controls to ensure that the Impact Fee funds are properly deposited and appropriated in accordance with this Ordinance and other applicable legal requirements.

**7.2 Appropriation of Impact Fee Funds;**

7.2.1 General. Impact Fee funds may be appropriated for Capital Facilities and for the payment of principal, interest, and other financing costs on contracts, bonds, notes, or other obligations issued by or on behalf of the Town to finance capital facilities.

7.2.2 Appropriations and Encumbrances. Impact Fees shall be appropriated or encumbered only for the category of Capital Facility for which they were imposed, calculated and collected, and within six (6) years of the beginning of the Fiscal Year in which the fees were collected. Impact Fees shall not be appropriated for funding maintenance, operation or repair of capital facilities.

7.2.3 Appropriation of Impact Fee Funds beyond Six (6) Years of Collection. Notwithstanding this Section, Impact Fee funds may be appropriated or encumbered beyond six (6) years from the beginning of the Fiscal Year in which the fees were collected if the appropriation is for Capital Facility which requires more than six (6) years to plan, design, finance and construct. The Town Council shall identify in writing the reason for the appropriation of Impact Fee funds beyond six (6) years of collection, and establish a date certain for their expenditure.

**7.3 Procedure for Appropriation of Impact Fee Funds.**

7.3.1 The Town Council, as part of the annual budget process, will identify Capital Facility projects anticipated to be funded in whole or in part with Impact Fees. The Town Council shall specify the nature of the Capital Facility, its

location, the system capacity added by the improvement, the service area of the improvement, and the timing of completion of the improvement.

7.3.2 The Town Council may authorize Impact Fee-funded capital facilities at such other times as may be deemed necessary and appropriate. Such capital facilities shall also be described, as set forth above.

7.3.3 The Town Council shall verify that adequate Impact Fee funds are, or will be, available from the appropriate Impact Fee accounts for the proposed capital facilities.

## 8.0 Refunds

8.1 **Application Required.** For efficiency in the processing of refunds the applicant is required to file a written request for a refund with the Town Council and provide the necessary information as identified herein. Except as provided, refunds shall be made only to the current owner of property on which the Development Activity was proposed or occurred.

8.2 **Payment.** Refunds shall only be made following an affirmative action by the Town Council with the finding that:

8.2.1 The developer will not proceed with the project and has filed a written request for a refund.

8.2.2 The fees have not been appropriated, encumbered or spent, and

8.2.3 That no impact has resulted.

8.3 **Interest Payable.** All Impact Fee refunds authorized by an affirmative vote of the Town Council shall include a pro rata share of interest earned by the applicable Impact Fee account calculated at the average annual rate of interest for the period the applicant's Impact Fees were in the account.

### 8.4 **Eligibility for Refund:**

8.4.1 **Expiration or Revocation of Building Permit.** An applicant who has paid an Impact Fee for a proposed impact-producing Development Activity for which the applicable building permit has been revoked shall be eligible to apply for a refund of Impact Fees paid. Any refund would be based on the applicant proving that his development has not had an impact on the Town's Capital Facilities and that no Impact Fees were expended because of his development.

8.4.2 **Failure of the Town to Appropriate Impact Fee Funds Within Time Limit.** An applicant may apply for a refund of Impact Fees paid if the Town has failed to appropriate or encumber the Impact Fees collected within the time limits established in this Ordinance.

8.4.3 Abandonment of Development after Initiation of Construction. An applicant who has paid an Impact Fee for a proposed impact-producing Development Activity for which a subdivision plat has been approved, a building permit has been issued, construction has been initiated but which is abandoned prior to subdivision completion and has not received an issuance of a certificate of occupancy or acceptance by the Town, shall not be eligible for a refund unless the uncompleted building is completely demolished and removed, or in the case of a subdivision, that any connections into Capital Facilities have been removed as directed by the Leeds Town Council and providing that the Town has not spent Impact Fees to accommodate the development.

8.5 **Processing of Applications for Refunds.** Applications for a refund shall include all information required by section 8.6 or Section 8.7 whichever is applicable. Upon receipt of a completed application for a refund, the Town Council shall review the application and all documentary evidence submitted by the applicant, as well as such other information and evidence as may be deemed relevant, and make a decision by majority vote of whether a refund is due.

8.6 **Applications due to abandonment.** Applications for refunds due to abandonment shall be made within sixty (60) days following expiration or revocation of the development permit or demolition of the structure and disconnection from Capital Facilities if so directed by the Leeds Town Council. The applicant shall submit:

8.6.1 Evidence that the applicant is the property owner or the duly designated agent of the property owner,

8.6.2 The amount of the Impact Fees paid and receipts evidencing such payments, and

8.6.3 Documentation evidencing the expiration or revocation of the development permit or demolition of the structure.

8.6.4 Documentation evidence that the property is no longer utilizing Capital Facilities as directed by the Leeds Town Council.

8.6.5 Documentation showing that the Town did not spend impact funds to accommodate the development.

8.6.6 Documentation showing the refund is not based on a Credit Certificate which has no cash value.

8.7 **Applications due to time limits.** Applications for refunds due to the failure of the Town to appropriate fees collected within the time limits established in this Ordinance shall be made within ninety (90) days following the expiration of such time limit. The applicant shall submit:

8.7.1 Evidence that the applicant is the property owner or the duly designated agent of the property owner,



8.7.2 The amount of the Impact Fee paid and receipts evidencing the Impact Fee payments, and

8.7.3 Proof and documentation that the Town did not appropriate or encumber Impact Fees in accordance with an approved Capital Facility Plan.

## **9.0 Appeals**

9.1 An appeal from any decision of the Town Council pursuant to their Ordinance shall be made in writing within thirty (30) days to the Board of Adjustment. Within thirty (30) days from the date the appeal is filed, the appeal authority shall:

9.1.1 Conduct an appeal hearing, and

9.1.2 Make a final decision on the appeal. The appeal authority will ensure that all minutes, findings, orders, transcripts and other materials are correct and represent the true and complete record of the proceedings of the appeal hearing. If the notice of the appeal is accompanied by a bond or other sufficient surety satisfactory to the Town Attorney in an amount equal to the Impact Fee due, the application for a building permit for the Development Activity may be issued by the Town. The filing of an appeal shall not stay the collection of the Impact Fee due unless a bond or other sufficient surety has been provided.

9.2 **Burden of proof.** The burden of proof shall be on the applicant to demonstrate that the decision of the Town Official is erroneous.

## **10.0 Conflicts.**

Neither this Ordinance nor any applicable specific Impact Fee Ordinance shall affect, in any manner, the permissible use of property, density/intensity of development, design and improvement standards or other applicable standards or requirements of the Town. To the extent of any conflict between other Town Ordinances or regulations and this Ordinance, the more restrictive is deemed to be controlling.

## **11.0 Severability.**

If any section, subsection, sentence, clause, phrase or portion of this Ordinance is, for any reason, held invalid or unconstitutional by any court of competent jurisdiction, such section, subsection, sentence, clause, phrase or portion shall be deemed a separate, distinct and independent provision and such holding shall not affect the validity of the remaining portions of this Ordinance.

ORDINANCE NUMBER 2007-06 SHALL TAKE EFFECT IMMEDIATELY.

PASSED AND ADOPTED THIS 28<sup>th</sup> DAY OF MARCH, 2007.

\_\_\_\_\_  
TRUDY LAW, MAYOR TOWN OF LEEDS

Attest:

\_\_\_\_\_  
KAREN MARKOVICH, CLERK/RECORDER

ROLL CALL VOTE:      \_\_\_\_\_REQUIRED      NOT REQUIRED

MAYOR TRUDY LAW      \_\_\_\_\_ AYE      \_\_\_\_\_ NAY

COUNCIL MEMBERS:

DALE BARNES	_____ AYE	_____ NAY
DAVE HARBOUR	_____ AYE	_____ NAY
FRANK LOJKO	_____ AYE	_____ NAY
JARED WESTHOFF	_____ AYE	_____ NAY

AYE VOTES      NAY VOTES      ABSTENTIONS

ORDINANCE #2007-06 IS      \_\_\_\_\_PASSED      \_\_\_\_\_REJECTED

\_\_\_\_\_  
KAREN MARKOVICH, CLERK/RECORDER

# TOWN OF LEEDS

## CONSOLIDATED FEE SCHEDULE

Revised by Ordinance 2009-21

Effective Date: December 17, 2009

***If review of an application or permit by outside professional service providers is required (in the Town's sole discretion) the Town will provide an estimate of such costs to the applicant. Upon the applicant's payment of the estimated cost, the professional services will be provided. Final issuance of the approval or permit requested will not be given until payment in full of the actual cost of professional services is received by the Town.***

### 1. ADMINISTRATION

- a. Certified Mail ..... \$5.00
- b. Certified Mail regarding delinquent account ..... \$10.00
- c. Copies – Customer Provided
  - 1) 8.5" x 11" ..... \$.10 per page
  - 2) 8.5" x 14" ..... \$.15 per page
  - 3) 11" x 17" ..... \$.20 per page
- d. Copies – Legal / Official Documents
  - 1) 8.5" x 11" ..... \$.20 per page
  - 2) 8.5" x 14" ..... \$.30 per page
  - 3) 11" x 17" ..... \$.40 per page
  - 4) Electronic Copy of Public Meeting ..... \$30.00 each
- e. Copies – Maps
  - 1) 8.5" x 11" Black and White ..... \$5.00
  - 2) 8.5" x 11" Color ..... \$7.00
  - 3) 11" x 17" Black and White ..... \$8.50
  - 4) 11" x 17" Color ..... \$10.00
  - 5) 17" x 22" Black and White ..... \$12.00
  - 6) 17" x 22" Black and White ..... \$15.00
- f. Fax Transmissions
  - 1) 1<sup>st</sup> page sending or receiving ..... \$2.00
  - 2) Each additional page ..... \$1.00 each
- g. GRAMA Requests
  - 1) Request must be in writing, using GRAMA Request Form
  - 2) Once request is received, the Town Office has ten (10) days to fill the request
  - 3) First 15 minutes of research time ..... No Charge
  - 4) After initial 15 minutes ..... \$20.00 per hour
  - 5) Applicant will pay for all additional expenses associated with the government records request, including research, supplies to grant the request, travel expenses, professional fees etc.
- h. Notary Service
  - 1) Resident of Leeds ..... No Charge
  - 2) Non-Resident ..... \$5.00 per signature
- i. Return Check Fee
  - 1) Any returned check ..... \$25.00 per item
  - 2) Certified Mail to notify of delinquent account ..... \$10.00
- j. Staff /Administration Time ..... \$30.00 per hour

### 2. PROFESSIONAL FEES (Attorney, Engineer, other) ..... Actual Cost to Town

# TOWN OF LEEDS

## CONSOLIDATED FEE SCHEDULE

Revised by Ordinance 2009-21

Effective Date: December 17, 2009

### 3. BUILDING PERMITS AND IMPACT FEES

- a. Building Permit
  - 1) Application & Packet..... \$5.00
  - 2) Building Permit Filing Fee..... \$100.00
  - 3) Building Permit Fee ..... Based on Valuation
  - 4) Building Permit Extension Fee ..... 1% of evaluation of home
- b. Excavation Permit..... based on volume of earth removed
- c. Excavation Plan Review ..... based on volume of earth removed
- d. Impact Fees
  - 1) Park Impact Fee ..... \$1,300.00
  - 2) Road Impact Fee ..... \$3,295.00
  - 3) Public Safety Impact Fee..... \$525.00

### 4. CEMETERY

- a. Cemetery Plot
  - 1) Leeds Resident..... \$400.00
  - 2) Non-Resident..... \$800.00
- b. Exhumation..... \$500.00
- c. Internment
  - 1) Weekdays ..... \$450.00
  - 2) Weekends & Holidays ..... \$550.00
- d. Moving Headstones..... Actual Cost to Town
- e. Sale of Plot back to the Town..... \$100.00

### 5. CIVIL PENALTIES FOR VIOLATION OF ORDINANCES

- a. Abatement Costs
  - 1) Removal of noxious weeds; garbage, refuse, deleterious objects or structures, including staff time ..... \$50.00 per hour
- b. Penalties (Civil Penalties assessed for multiple offenses for previously cited violations within a twelve (12) month period shall be in addition to the civil penalties assessed on the prior citations for the same offense.)
  - 1) First Offense ..... \$100.00
  - 2) Second Offense - Same within twelve (12) months ..... \$250.00
  - 3) Third or More Offense – Same within twelve (12) months ..... \$500.00

### 6. LICENSES

- a. Alcohol License
  - 1) On & Off Premise, Beer Only ..... \$200.00
  - 2) On Premise, Restaurant Wine and Beer ..... \$200.00
- b. Animal Licenses
  - 1) Dog, each license, up to 4 dogs ..... \$5.00 each
  - 2) Kennel License, for over 4 dogs ..... \$25.00, plus each dog license
  - 3) Commercial Kennel License..... CUP Category fee plus Business License Fee
  - 4) Late Fee, beginning February 1 ..... \$5.00 per month/per dog
- c. Business License
  - 1) General Commercial Only ..... \$50.00
  - 2) Home Occupation Only ..... \$50.00
  - 3) Late Fee, beginning February 1 ..... \$10% of License Fee



# TOWN OF LEEDS

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### 7. PARKS AND BUILDING USE

#### a. Peach Pit Pavilion

- 1) Cleaning Deposit (Refundable, within 7 days) ..... \$50.00
- 2) Rental to Town of Leeds Residents (Non-Refundable)
  - 4 hours or less, each day ..... \$25.00
  - Over 4 hours, each day ..... \$50.00
- 3) Rental to Non-Residents (Non-Refundable)
  - 4 hours or less, each day ..... \$50.00
  - Over 4 hours, each day ..... \$100.00
- 4) Rental to Non-Profit Organizations ..... No Charge

#### b. Building Rental .....as allowed by Town Resolutions

### 8. PERMITS

#### a. Encroachment Permit (Ordinance 2007-08)

- 1) Application Fee ..... \$125.00
- 2) Completion Guarantee Deposit
  - Pavement Surface (including chip/seal) ..... \$3,000.00 up to 70 sq. ft.
  - Pavement Surface (including chip/seal) ..... \$45.00 per sq. ft. over 70 sq. ft.
  - Gravel Surface ..... \$6.00 per sq. ft.
  - Unimproved Surface ..... \$3.00 per sq. ft.

#### b. Handbill Permits

- 1) Permit ..... \$30.00
- 2) Cleanup Bond (Refundable within 7 days) ..... \$200.00
- 3) Non-Profit Organizations ..... \$1.00
- 4) Open Air Display Permit ..... \$125.00

#### c. Peddler, Solicitor, or Itinerant Permit

- 1) Per Week ..... \$100.00
- 2) Per Year ..... \$400.00

#### d. Sign Permits

- 1) Permanent, Each ..... \$50.00
- 2) Temporary, Each ..... \$25.00
- 3) Special Event Permit ..... \$100.00

### 9. PLANNING / DEVELOPMENT FEES (Non-Refundable)

- a. Annexation Application ..... \$800.00
- b. Development and/or Annexation Agreement ..... \$500.00
- c. Appeal Application ..... \$550.00
- d. Conditional Use Permit (Ordinance 2008-04; 7.5.)
  - 1) Category 1 ..... \$100.00
  - 2) Category 2 ..... \$350.00
  - 3) Category 3 ..... \$650.00
  - 4) Category 4 ..... \$1,000.00
- e. General Plan Amendment Application ..... \$1,000.00
- f. Hillside Permit Review ..... \$200.00
- g. Lot Line Adjustment ..... \$200.00
- h. Ordinance Amendment Application ..... \$1,000.00
- i. Sign Review Board ..... \$100.00
- j. Site Plan Review

# TOWN OF LEEDS

## CONSOLIDATED FEE SCHEDULE

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- 1) Site Plan Review is used for commercial, industrial and institutional developments; site plans to the Hillside Review Board; site plans that go to the Planning Commission. Exceptions are Public Schools and minor additions to existing buildings \$200.00 plus \$50.00 per acre
  - k. Subdivisions
    - 1) Conceptual Review  
(Fees to be applied to Preliminary Plat Review) ..... \$250.00 plus \$25 per lot
    - 2) Preliminary Plat Review ..... \$500.00 plus \$25 per lot
    - 3) Final Plat Review ..... \$500.00 plus \$75 per lot
    - 4) Minor Subdivision ..... \$250.00 plus \$25 per lot
    - 5) Plat Amendment Filing Fee ..... \$100.00 per lot
    - 6) Subdivision Filing Fee ..... \$50.00 per lot
    - 7) Inspection Fee ..... \$100.00 per lotIf the fund is exhausted before the completion of the subdivision, the developer shall pay the Town of Leeds an amount estimated by the Leeds Engineer or Inspector to be sufficient to cover completion.
  - l. Temporary Use Review ..... \$50.00
  - m. Variance Application ..... add postage costs and admin time @ \$30.00 per hour
  - n. Zoning
    - 1) Design Review Application ..... \$350.00
    - 2) Zone Change Application ..... \$1,000.00 plus \$50.00 per acre
  - o. Project or Development Plan Changes ..... \$200.00 per change (plus professional fees)
10. RECORDING FEES ..... Paid by Applicant
11. SERVICE CHANGE, UTILITY PERMITS ..... \$100.00
12. MISCELLANEOUS FEES
- a. Inspection, each hour, 1 hour minimum
    - 1) Residential ..... \$55.00 per hour
    - 2) Commercial ..... \$75.00 per hour

Enforcement: Any person who willfully violates any provision of this Ordinance shall be guilty of a Class B Misdemeanor and will be charged the current fees, as established in Washington County.

Repealer: If any provision or clause of this Ordinance or application thereof to any person or entity or circumstance is held to be unconstitutional or otherwise invalid by any court or competent jurisdiction, such invalidity shall not affect other section(s), provision(s), clause(s) or applications hereof, and to this end the provisions and clauses of this Ordinance are declared to be severable.